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Current Topics.

The New Chairman of the County of London Sessions.

MR. ROBERT WALLACE, K.C., M.P., has been appointed Chair-
man of the County of London Sessions, in the place of the late
Mr. McCONNELL. MR. WALLACE was called to the bar in 1874,
and has practised on the North-Eastern Circuit. We believe
that, although regret has been expressed in some quarters at
the non-selection of a counsel having an extensive criminal
practice, those who are acquainted with the new chairman
regard the appointment as an excellent one.

Registration Cases.

THE DIVISIONAL COURTS have recently, as is usual at this period
of the year, been engaged in the hearing of appeals from the
decisions of revising barristers, or what are better known as
registration cases. The judges are not likely to regard this
department of their duties with much favour, for the work
involves a reference to a number of Acts of Parliament
and the numerous cases decided upon them. The fran-
chise has been altered and extended by legislation at
different periods, and the practice has been followed of legis-
lation by reference to preceding definitions, which are in some
cases extensions or alterations of those which have previously
existed. To these difficulties must be added the fact that the
tribunal is a shifting one, and that, after the judges have
gained some slight familiarity with the subject by disposing of
a batch of cases, a whole year must elapse before similar
business comes before them. We believe that the registration
cases are habitually avoided by readers of the law reports, and
we cannot imagine that they are of interest to anyone but
revising barristers, who are liberally remunerated for duties
which ought to require some acquaintance with the statutes
regulating the franchise, and who have often abundant time to
refresh the knowledge which they may have acquired. Ever since
the Reform Act of 1832 the complexity and uncertainty of the laws
affecting Parliamentary electors have increased. Votes are held

to depend upon the possession of a latch-key; upon the right to return to a place of abode; upon mistakes in the description of a qualification, and other refinements, so that we cannot wonder that a cry has been raised for a simple qualification which shall need no revision, and which shall continue automatically during the life of the voter.

The Actuarial Value of Decisions.

ACCORDING to a daily paper, Mr. Justice PHILLIMORE, in the course of the hearing of a case on the 16th inst., asked counsel whether it was true that there were insurance companies which insured litigants against an unsuccessful appeal? Counsel is stated to have replied "Yes, and they have different rates for different judges." This answer appeared to open up a vision, by no means delectable to certain of the learned judges of the High Court, of a busy band of recording angels [q.v.] in the City noting up each reversal of each judge's decisions and varying the rate of premium for insurance against reversal from time to time in accordance with the aggregate of decisions overruled. The consequences might be unpleasant. Suppose hereafter, by any chance, the judicial actuarial table should be published, and a future Foss should end his notice of the career of a judge with the words "The average actuarial value of the decisions of this learned judge, in the sense of premiums on insurance against unsuccessful appeals from his decisions, was very low; $\frac{1}{2}$ per cent. only." Or suppose it should become common, upon a conference with regard to the question of appealing against a decision, for the solicitor for the proposed appellant to state that the premium on insurance against an unsuccessful appeal from the decisions of the learned judge in question was only 1 per cent., shewing the great probability of success. We are glad to say that the result of the inquiries we have set on foot with regard to the alleged practice of insurance against reversal of decisions appears to shew that it has hitherto been of very limited operation. There have, we understand, been some insurances of the kind effected at Lloyds, but we are assured on good authority that the premiums were in each case estimated, not on the average of allowance or dismissal of appeals from the decisions of the particular judge, but solely on the facts and law of each case. Inquiries addressed to one of the most enterprising of the insurance companies have elicited the answer that such insurances have been proposed, but have never been accepted. It is, of course, impossible to say what developments may hereafter take place in this remarkable branch of insurance business, but for the present we think that the learned judges need not fear the nightmare of personal actuarial value.

Compulsory Voting.

MANY PERSONS may think that it was not the leading characteristic of our Victorian legislation to extend the individual liberty of the subject: England took during this period copious doses of compulsory legislation. We had compulsory drainage; compulsory regulations as to buildings; compulsory restriction of the hours of labour; compulsory education; and compulsory vaccination. But we think that the colony of Victoria is going further in this direction than England has ever attempted to do. The Bill introduced by the Premier and the Minister of Lands in Victoria to provide for compulsory voting at State Parliamentary elections provides that it shall be the duty of every elector to vote. An elector is defined as "a person who is on the roll." Any elector who does not vote must pay a penalty of ten shillings to the chief electoral inspector on the day after the polling at any election at which he did not vote. At every election the returning officers are to mark on the rolls the electors who vote, and transmit the marked roll to the electoral registrar of the division. Persons who do not vote and who neglect to pay the fine will be notified; and if the penalty is not paid within two months, or a satisfactory declaration has not been received that the person is exempt, a further notice will be sent. After another month, a distress warrant may be issued by the chief electoral registrar to recover ten shillings and two shillings and sixpence costs by the sale of the goods and chattels of the elector. Voters may be excused when prevented from voting by illness or any cause which the chief electoral inspector deems to be sufficient. Certain classes of persons are exempt, including the blind, persons over

sixty-five years of age, candidates at the election, &c. These exemptions are good as far as they go, but there is surely room for more. Cannot a "conscientious objection" to the only candidates who stand for election be allowed? Is a young man who has just come of age to incur a penalty because he is modest enough to think that his acquaintance with men and things, and his experience of life in its social and national aspects, have not enabled him to form an independent judgment on the questions which divide political parties and to act in the selection of a member of the legislative body?

Proof of Colonial Law.

THE ORDINARY method of proving what the law is in some part of the British dominions beyond the seas, when that law has to be applied by an English court, seems unsatisfactory and in need of amendment. The regular method is to take the evidence of an expert, as in the case of foreign law. Nothing can be said against this plan when the law to be proved really is foreign law; but when it is merely a case of a colonial statute passed by the legislature in a territory where the common law prevails, a much simpler (and occasionally more practicable) plan might well be adopted. These remarks are prompted by a recent decision (*Rex v. Governor of Bristol Prison, Ex parte Percival*, *Times*, 17th inst.), where the court (a Divisional Court of the King's Bench Division) found itself unable to take judicial cognizance of an Act of Parliament of the Australian State of Victoria, because an expert had not been called to give evidence as to its existence and contents. The Act referred to was the Crimes Act, 1896, section 2 of which extends larceny so as to cover the case of fraudulent conversion. It would seem reasonable that the statutes of such a territory as Victoria should be proved by production of official copies, as in the case of English statutes, of which the court could take judicial notice. The law of evidence has, in fact, been amended in this direction in more than one Australian State. For instance, the following enactment is in force in New South Wales (Evidence Act, 1898, s. 19): "Evidence of any statute, code, or other written law of any part of the British dominions, other than New South Wales . . . may be given by the production of a printed copy in a volume of such statute, code, or law . . . purporting to be published by the authority of the Government of such part of the said dominions . . ." Even a simpler plan has been adopted by the Australian Federal Legislature with regard to State statutes. By section 3 of the State Laws and Records Recognition Act, 1901, "All courts within the Commonwealth shall take judicial notice of all Acts of the Parliament of any State." But the British Legislature might well follow the example of the United States—an example already followed in the Australian Commonwealth Constitution—and enact a statute similar to what is known as the "full faith and credit clause." By art. 4, s. 1, of the American Constitution, "full faith and credit shall be given in each State to the public acts, records, and judicial proceedings of every other State." If some such legislation were carried out applying to the whole of the Empire, we should be freed from the anomaly of seeing colonial statutes (possibly mere transcripts of English statutes) treated as "foreign law," and proveable only by the evidence of so-called "experts."

Sale by a Tenant for Life Where Remainder Not Settled.

IT APPEARS from the decision of SWINFEN EADY, J., in *Re Hunter and Hewlett's Contract* (1907, 1 Ch. 46) that the want of a sufficient legal estate in trustees to support the uses of a settlement does not deprive the tenant for life under the settlement of the statutory power of selling and conveying the fee. In that case an undivided moiety of certain hereditaments had been conveyed by voluntary deed to two persons as trustees without words of limitation, so that they took an estate only for their lives and the life of the survivor. Uses were declared as to one-half of the moiety in favour of one daughter of the settlor for life, and then for her husband and children, with an ultimate remainder to the use of the settlor. Similar uses were declared of the other half in favour of another daughter. The daughters entered into a contract to sell the moiety, and proposed to make a title as

tenants for life, but the purchaser objected that the interest which they could dispose of did not extend beyond the estate limited to the trustees. Under section 2 (1) of the Settled Land Act, 1882, doubtless this would be so. That sub-section defines a settlement as being "any deed . . . under or by virtue of which . . . any land or any estate or interest in land stands for the time being limited to or in trust for any persons by way of succession." Under sub-section 3 "land, or any estate or interest therein, which is the subject of a settlement, is for the purposes of this Act settled land and is, in relation to the settlement, referred to in the Act as settled land." Under section 20 (1) the tenant for life, on a sale under the Act, is empowered to convey the land "for the estate or interest the subject of the settlement." So far the powers of the Act do not authorize a sale of the fee where less than the fee is the subject of the settlement, and this is so if, as in the present case, the estate vested in the trustees does not exhaust the fee. The unexhausted part is not included in the settlement and, but for some special provision applicable under such circumstances, it could not be affected by powers given solely in reference to land which is the subject of settlement. Such provision, however, is made by sub-section 2 of section 2, which enacts that "an estate or interest in remainder or reversion not disposed of by a settlement, and reverting to the settlor or descending to the testator's heir, is for the purposes of this Act an estate or interest coming to the settlor or heir under or by virtue of the settlement and comprised in the subject of the settlement." It was argued in the present case that this provision only applied where the fee was conveyed to trustees but the limitations of the beneficial interests did not exhaust the fee. There is, however, as SWINFEN EADY, J., held, no such restriction in sub-section 2, and for that sub-section to operate it is sufficient that, in some way or other, the settlement does not exhaust the fee and that the unexhausted part reverts to the settlor. The unexhausted part so reverting is to be treated as comprised in the settlement, and consequently it can be conveyed upon a sale by a tenant for life under the settlement.

Reasonableness of Condition on Contract of Carriage of Animals.

A CASE of great interest and importance, both to railway companies and to the public (and especially to persons who send animals by railway), was decided last week in *Williams v. Midland Railway Co.*, on further consideration, by WALTON, J. (reported *ante*, p. 191). The question was the old one as to the reasonableness of a condition in a contract of carriage under section 7 of the Railway and Canal Traffic Act, 1854. The subject of the dispute was a very valuable dog which had been killed on the defendants' railway, admittedly by negligence. A consignment note in the usual form had been signed on behalf of the owner. This contained a declaration that the company were not, and would not be, common carriers of dogs, and received dogs only upon the condition that they should not, in any case of loss, be liable beyond the sum of £2 for any dog, unless a higher value were declared and 1½ per cent. paid on the excess of such value above £2. No declaration of value was made as to the dog in question, which was admitted to be worth £300. The company paid £2 into court, and contended that they were entitled to the benefit of the condition to exonerate them from any further liability. The case is very like *Dickson v. Great Northern Railway* (35 W. R. 202, 18 Q. B. D. 176). The condition of carriage in that case was practically the same, except that the percentage was 5, instead of 1½, per cent. It was held in that case that, though railway companies are not bound to carry dogs with all the heavy liabilities of common carriers, they are bound to carry them if tendered, and can only limit their liability by conditions which are reasonable, and that the condition in question was unreasonable. The value of the dog was £60, and it was pointed out that to send the dog any distance, however short, at the company's risk, it was necessary to pay a sum of £2 18s. besides the ordinary fare; a charge which was practically unacceptable by any person with due regard to his own pocket. The court, accordingly, held the condition to be unreasonable, and therefore void; and the company,

being unprotected by any condition, were held to be fully liable for the loss. The Court of Appeal also plainly intimated that in such cases the burden of proof is on the company to shew that such conditions are reasonable, not on the owner to prove them unreasonable. After the decision of this case the railway companies changed the rate of insurance for dogs from 5 per cent. to 1½ per cent., and there does not appear to have been any case, previous to the recent one, in which the new rate was considered by the High Court. In principle, the two cases are precisely the same, except for the difference in the rate; and the judge has held in the recent case that the company had not proved the condition to be reasonable, and, therefore, without expressly holding it to be unreasonable, he gave judgment for the plaintiff for the value of the dog. At the same time, he intimated that, in his opinion, the condition was unreasonable. Such conditions must be considered as applying generally, and not to any one particular case. The unreasonableness, however, is made very clear when the shorter journeys are considered. If, under this condition, a dog worth £25 is taken by rail ten miles (say), a sum of 6s. 3d. must be paid in addition to the ordinary fare, in order that the company shall be liable for injury or loss due to their own servants' negligence. It is not surprising that owners of dogs will not pay such sums; and it can hardly be said that there is any real alternative given to the owner between owner's risk and company's risk rates. If this decision stands, the companies will probably be driven to again alter the terms of the contract. In our opinion, they will find it hard to frame a sound condition, unless they charge a rate varying with the distance to be travelled.

"No Footpath."

IN AN article in the *Contemporary Review* by Lieutenant-Colonel PEDDER on the subject of field paths, the writer urges that the time has come when it is necessary to give effectual attention to the preservation of these ways, so that they may be available to the public. Few people will dispute his statement that the high road in rural districts has lost much of its attraction to pedestrians owing to the imminence of danger from motor-cars and motor-cycles, and that it is only reasonable that those exposed to these dangers should, if possible, be able to take refuge in the fields. But they are, if Colonel PEDDER is right, threatened with the total loss of this occasional refuge owing to the encroachments of landowners and farmers. Church and field paths, with their stiles and plank bridges, are first of all allowed to get out of repair, and when the number of those who use them is thereby diminished, they are closed with barbed wire and the notice-board "No Footpath." In a large number of cases the landowners deliberately discourage the use of field paths, and in others the beaten track is illegally appropriated by them. Litigation is expensive and the poorer parishioners can only submit to these high-handed proceedings. Colonel PEDDER thinks that a direction post should be put up wherever a footpath leaves a road, for rights of way are useless to the public unless the public is effectually notified of their existence. He is also of opinion that some provision should be made for keeping the paths in good repair, at the cost, we presume, of the ratepayers. This is by no means the first time that complaints have been made of the manner in which field paths are ploughed up or obstructed by farmers or landowners. The ruling of the judges—that an indictment would not lie for the obstruction of a pathway to a church, inasmuch as the nuisance would extend no further than the parishioners and was one for which they had their particular causes of action—does not offer a cheering prospect to the ordinary litigant, and in the case of summary proceedings the county justices are not always an unprejudiced tribunal. But the societies which watch over the rights of commoners may be able to afford some little attention to footpaths.

Dirty Blotting-pads.

IN AN article in the *Lancet*, headed "The Dirty Blotting-pad," the writer observes that "it may reasonably be doubted whether the highly besmudged blotting-pad is innocent as regards disease germs. In the act of writing the blotting-pad is commonly breathed upon, and bacteriological experiment has

shewn that micro-organisms may be projected a long distance by the breath. Blotting paper being an absorbent of moisture, any septic matter would be rapidly dried on it, and reduced to a readily transferable substance. Inkpots, again, are nearly always left open, and consequently dust readily gains access to them, carrying in its load of micro-organisms. These in their turn are transferred by the pen to the paper, and thence to the blotting-pad, where they are left high and dry to be scattered once more in the room on the smallest provocation. It may be a counsel of perfection to lay down that the blotting-pad should be a fresh, spotless sheet every day, but when infectious respiratory disease is endemic, such a precaution would not be so fatuous as might be supposed." These observations will no doubt be duly weighed by learned counsel and advocates who, in the hurry of taking notes during a trial or hearing, may possibly allow their thoughts to wander from the ink or blotting-pad before them. Any practitioner who is near-sighted, and brings his face as close as possible to the desk or pad, will, we suppose, incur additional risk. The writer adds: "Everyone appreciates a clean blotting-pad, which will dry the writing without smearing it. Often enough the blotting-pad is one mass of blotchy characters and inkstains representing a usage of days, weeks, or even months." This is unfortunately true. We have often thought that it is only in the use of blotting-paper that Englishmen shew any regard for economy.

Injury to Plants from Creosote.

THE WELL-KNOWN case of *Fletcher v. Rylands* (L. R. 1 Ex. 265)—which laid down the rule that any person who for his own purposes brings upon his land, and collects and keeps there, anything likely to do mischief if it escapes, is *prima facie* answerable for all the damage which is the natural consequence of its escape—was affirmed by the House of Lords (L. R. 3 H. L. 330), and has been duly considered, applied, and distinguished in subsequent cases. A case in which it was attempted to apply the rule was recently tried in the Tolzey Court of Bristol, before the Recorder and a special jury. It was an action by a market gardener at Bristol against the Bristol Tramways Co. to recover damages for injury alleged to be done to his plants by the use of creosote in the laying of wooden blocks between the tramway lines. The tramway ran by the plaintiff's premises, part of the frontage of which was exposed to the public gaze. The traffic on this part of the road was very heavy, and in May and June, when the time came for bedding out his plants, the plaintiff observed that many of them had withered and died in a mysterious manner. He finally came to the conclusion that the injury had been caused by the creosote in which the wooden blocks between the tramway lines had been steeped, and brought his action. At the trial he produced the evidence of experts as to the effect of creosote on plant life: the suggestion being that the working of the line had caused particles of creosote to find their way to the plaintiff's premises. The action was of an unusual character. Assuming that dust, charged with creosote, has certain noxious tendencies, cannot the same thing be often said of ordinary dust, and is the owner of land in which the dust arises liable for the consequences of allowing it to escape into the land of his neighbour? We are not surprised that the jury were unable to agree, and were discharged without giving a verdict.

Compensation for Copyhold Fines.

AN interesting decision has been given by SWINFEN EADY, J., recently, on the liability for fines in respect of copyhold land which has been taken by the promoters of an undertaking under the Lands Clauses Act, 1845, but has not yet been enfranchised. Under section 95 of that Act the conveyance to the promoters is to be entered on the court rolls, and a fee as upon a surrender to a purchaser is to be paid to the steward, and the section continues: "Every such conveyance, when so enrolled, shall have the like effect, in respect of such copyhold or customary lands, as if the same had been of freehold tenure; nevertheless, until such lands have been enfranchised by virtue of the powers hereinafter contained, they shall continue subject to the same fines, rents, heriots, and services as were theretofore

payable and of right accustomed." Then section 96 provides that within three months after the enrolment of the conveyance or within one month after entry on the lands, whichever shall first happen, the promoters shall procure the whole of the lands to be enfranchised, and shall pay to the lord compensation to be agreed, or, in case of dispute, to be determined as in other cases of disputed compensation, and the section concludes: "In estimating such compensation the loss in respect of the fines, heriots, and other services payable on death, descent, or alienation, or any other matters which would be lost by the vesting of such copyhold or customary lands in the promoters of the undertaking, or by the enfranchisement of the same, shall be allowed for." Section 97 provides that on payment of the compensation so agreed upon or determined the lord shall enfranchise the lands, or in default of his doing so, and also in default of his making a title, the promoters may execute a deed-poll, which will have the effect of enfranchising the lands.

In *Lord Leconfield v. London and North-Western Railway Co.* (1907, 1 Ch. 38), SWINFEN EADY, J., had to consider the effect of these provisions in regard to fines payable upon the death of the tenant on the rolls between the date of the conveyance to the promoters and enfranchisement. The lands in question were customary tenements held of the manor of Fivetowns with Eaglesfield, Cumberland, and by the custom of the manor admittances were from time to time made on the rolls, whereby the customary tenements were demised to the tenant during the joint lives of the lord and the tenant at the will of the lord. The tenant was prohibited from alienating without the lord's license. Under this system admittances required to be made upon the death of the lord, and upon the death of, or alienation by, the tenant. On an admittance on the lord's death a general fine, and on an admittance on the tenant's death or alienation a dropping fine, was payable, in each case amounting to two years' improved value of the tenement. Part of the lands in question—23 Fivetowns—was originally acquired in 1867 by predecessors of the London and North-Western Railway Co. under the Lands Clauses Act, 1845, from CATHERINE BOUCH, who was the tenant on the rolls, but the conveyance was not enrolled, nor were the lands enfranchised. At that time the first Lord LECONFIELD was tenant for life of the manor. In 1869 Lord LECONFIELD died, and was succeeded by the second Lord LECONFIELD, also as tenant for life. In 1871 CATHERINE BOUCH was re-admitted as upon this death, but no general fine was paid. In 1874 CATHERINE BOUCH died intestate, leaving JOHN BOUCH her customary heir. In 1882 JOHN BOUCH died, leaving PERCIVAL BOUCH his customary heir, and customary heir of CATHERINE BOUCH. No admittance had been made or fine paid since the death of CATHERINE BOUCH, whose name was still on the rolls as tenant. In 1892 the conveyance of 1867 was enrolled on the court rolls pursuant to section 95 of the Lands Clauses Act. In 1901 the second Lord LECONFIELD died. Thus general fines had become payable in 1869 and 1901, and dropping fines in 1874 and 1882.

In 1867 the defendants' predecessors also took possession of plot A, part of 25 Fivetowns. In 1871 one SAUL was admitted to 25 Fivetowns, all fines being then duly paid, and he conveyed plot A to the company's predecessors in 1872. This conveyance was enrolled in 1892. In that year SAUL surrendered the remainder of 25 Fivetowns to the person beneficially entitled. The lord's rent of 2s. 2d. was apportioned—6d. to plot A and 1s. 8d. to the rest of the property—and the rest of the property was enfranchised, but SAUL remained tenant on the rolls as to plot A till his death in 1905. Thus, in regard to plot A, there had become due, and had not been paid, a general fine in 1901 and a dropping fine in 1905. The London and North-Western Railway Co. applied to the present lord of the manor to enfranchise 23 Fivetowns and plot A, and the question arose as to which of the above fines were to be allowed for in assessing compensation. The liability for general fines was admitted by the company, but in respect of the general fine payable on the death of the first Lord LECONFIELD in 1869 the statute began to run upon the re-admittance of CATHERINE BOUCH in 1871, and consequently it was barred: *Monckton v. Payne* (1899, 2 Q. B. 605). There remained, therefore, only the general fine of 1901.

With regard to dropping fines the liability was not admitted, and it was urged that these had ceased to become payable on the taking of the land by the company, or at any rate on the enrolment of the conveyance to the company, and that the lord was only entitled to compensation for loss of fines, such compensation to be assessed as at the end of one month after entry by the promoters. If the liability ceased upon entry, then the company would not be liable for any of the dropping fines; if it ceased on enrolment of the conveyance, they would be liable for the two dropping fines in 1874 and 1882 in respect of 23 Fivetowns, but not for the dropping fine in 1905 in respect of plot A. There is in principle an obvious distinction between general fines and dropping fines, for even if the promoters are to be treated as supplanting the copyhold tenants—in which case dropping fines would cease to be payable—yet, until enfranchisement, they would necessarily remain liable to any fines incident to the death of the lord. And consequently the case of the company was put upon the ground that, while until enfranchisement the promoters were statutory tenants of the lord, and were subject, as such tenants, to the general fines which occurred during their tenancy, yet they were not liable for the dropping fines payable on the death of their vendor, or of a person who would have been his successor but for the taking of the lands.

The matter must, of course, depend upon the effect to be given to the provisions of the Lands Clauses Act, 1845, which have been stated above. Under section 95 the lands are, until enfranchisement, to continue subject to the same fines as before, and under section 96 the compensation payable on enfranchisement is to cover "loss in respect of the fines, heriots, and other services payable on death, descent, or alienation." The effect of these provisions was considered in *Louther v. Caledonian Railway Co.* (1891, 3 Ch. 443, on appeal 1892, 1 Ch. 73), where the question was as to the date to be taken in ascertaining the value of the land for the purpose of assessing the compensation for fines—whether this was to be in 1873, when in that case the lands were taken, or in 1886, the date of enfranchisement. If the latter date was taken, then the value would have been increased by the works executed by the railway company. STIRLING, J., decided in favour of the latter date, but this decision was reversed by the Court of Appeal, upon the ground that the rights of the parties were fixed as at the date when either could have required enfranchisement—that is, under section 96, within three months after the enrolment of the conveyance, or within one month after entry, whichever first happened. "I take it," said LINDLEY, L.J., "to be perfectly plain that if the promoters do not proceed to enfranchise, the lord if he chose could obtain a *mandamus* to compel them to do so. As soon as the first of the two events occurs there arises an obligation to enfranchise. That is the key to the whole matter; the rights of the parties are settled as from that time."

But the fact that the compensation for loss of fines is to be assessed under section 96 at the earlier of the dates mentioned in the section does not interfere with the express provision of section 95, that, until enfranchisement, the copyhold lands are to continue "subject to the same fines" as before, words which STIRLING, J., in that case observed were to be taken in their literal sense, and were not to be read as giving the lord merely the right to payment of compensation. There the fines which had actually become due before enfranchisement were fines on the death of the lord, and it was not disputed that these were payable; but the learned judge seems to have thought that it would be different with the fines referred to above as dropping fines. "It is obvious," he said, "that in many cases, perhaps in most, the lord would, notwithstanding this provision, lose a large portion of the fruits of the tenure. Fines, for example, are usually payable on death of the tenant or alienation by him; and these would cease upon the land becoming vested in such a corporation as a railway company for the purposes of the undertaking." In other words, in the opinion of the learned judge, section 95 preserves the right to general fines, but not to dropping fines, since the promoters have displaced the copyhold tenant. In the present case, however, SWINFEN EADY, J., gave a wider effect to the provision of section 95, and declined to allow that the occupation of the land by the promoters under their statutory powers

made any alteration as to the fines which were payable. After quoting the concluding words of section 95, he said: "In my opinion, proper effect can only be given to these words by holding that until enfranchisement the lord is to be entitled to the same fines as would have accrued payable but for the taking of the land by the company." The result is, therefore, that, upon enfranchisement, the lord is entitled to compensation for loss of fines assessed as at the date of the land being taken, and he is also entitled to all fines which, but for the taking, would have fallen due before enfranchisement. It does not follow, however, that he is also entitled to interest on the compensation money from the taking of the lands, since the subsequent fines may be treated as being in lieu of interest. "If," said LINDLEY, L.J., in *Louther v. Caledonian Railway Co.* (*supra*), "there is delay [in enfranchising], that is provided for, since the lord gets under the last part of section 95 the same fines, rents, heriots, and services as were payable under the custom of the manor."

Concerning Law Libraries.

THE issue of the printed catalogues mentioned in the note* is even a greater boon to those who are not members of Gray's-inn, or the Law Society, than to those who are. If one uses a particular library habitually, it is not difficult to consult the catalogue in the library itself; but it is extremely tiresome to beg for the favour of being allowed to see the catalogue and then to find that the book desiderated is not mentioned. The value of the boon, however, will rapidly diminish if too long an interval of time be allowed to pass before new catalogues or supplements are issued. A reasonable interval would be five years between each new issue, with occasional consolidations of the supplements. The Law Society's last issue is a consolidating supplement, the previous supplement having been published in 1898. The catalogue of Gray's-inn Library was printed for the first time in 1872, and the present catalogue supersedes that of 1898.

The Gray's-inn catalogue contains (as most catalogues now do) an index of subjects at the end of the main catalogue itself. We have noticed only two misprints—one in the preface, an obvious printer's error occurring in the Greek line quoted; and the other at p. 846, "Longinius" for "Longinus." There is, however, on p. 777, a distinct technical blunder, the name of a German author being catalogued as "VON STUDNITZ" (under the letter "V") instead of being placed under "S," according to the cataloguing rules of the British Museum. Warning has been taken by the example and fate of the Middle Temple catalogue in 1880, and SAVIGNY's name correctly appears as "SAVIGNY, FRIEDRICH CARL VON." One remedy, favoured by the Gray's-inn authorities, for the evil of rapid increase in the volumes added to the library, is to get rid of old editions of text-books when new editions appear. It is questionable, however, whether the policy of parting with books once acquired be a good one, and this policy is not adopted in other inn libraries to the same extent. Another distinctive feature of the Gray's-inn Library (as compared with the libraries of the other inns of court) is the absence of colonial reports and text-books on colonial law. A few modern text-books (which it would be invidious to mention by name) might well have been spared to make room for more volumes dealing with the law of Canada, Australasia, and South Africa; the Reports of the Supreme Court of Canada and the four volumes of Cyprus Reports appear to be all the colonial reports in the library.

The Law Society catalogue has no separate index of subjects, and so far does not conform to the best cataloguing models. The same technical blunder is made as in the case of the Gray's-inn catalogue with respect to the German "Von," and in addition a very bad blunder is made in the name of one of the best known German jurists. On p. 601 appears the following: "VON JHERING, RUDOLF." That this is not a printer's error is shewn by "VON JHERING" being repeated three lines lower down, and also on p. 340, where JHERING's book, *Law in Daily Life*, is again catalogued. The Law Society's library has some text-books on colonial law, though several of these are not of the latest edition—and a good many colonial statutes, but apparently no complete series of any colonial reports. The reports of the Supreme Court of Canada are carried no further than 1892.

The Master of the Library, in his preface to the Gray's-inn catalogue, suggests that the time has come to "endeavour to procure the appointment of a joint committee of the four Inns of Court (analogous to the Statute Law Committee), or the formation of a corporation on the lines of the Council of Law Reporting, to collect the law from the mass of authorities present and past, obtaining and obsolete, which now constitute our libraries, and to sift, revise,

* Catalogue of the Books in the Library of the Honourable Society of Gray's-inn, 1900. Supplement to the Catalogue of the Library of the Law Society, 1891-1900, 1900.

arrange, and consolidate all that is in force and useful"; and the further suggestion is made that "the laws of the realm" might be "embodied in less than a hundred readable volumes." This Baconian ideal might possibly be attained by means of a properly devised and executed scheme of codification. But, peculiarly appropriate as the suggestion is in coming from Lord BACON's inn, it is likely to be merely a counsel of perfection at the present time. If considerably less than a scheme of codification were attempted, but in another direction, a good deal might be done by the expenditure of an amount of energy that would be absolutely thrown away in attempting to codify our law. Let a serious attempt be initiated to make the catalogues of the libraries of the other three Inns of Court, and the libraries themselves of all four Inns of Court, more accessible, and also to grapple with the increasingly difficult question of foreign and colonial books and legal literature; if such a serious effort at reform were begun and properly persisted in, it should prove successful by some time not too distant, and the Masters of the Bench of Gray's-inn would then have earned the gratitude of the present generation of lawyers.

For practical purposes there may be said to be available no recent printed catalogues of the libraries of the other three inns of court. The last supplement of the Lincoln's-inn Library was printed in 1890, the Middle Temple Library catalogue was printed in 1880, and the printed catalogue of the Inner Temple Library dates from the year 1833. In inducing the authorities of each inn to put in hand the task of printing the inn's library catalogue, and providing for the periodical issue of supplements and new catalogue, nothing more is needed than sufficient *vis* wherewith to overcome the *inertia* of each body of benchers. The satisfactory reform of the libraries themselves, and the whole question of foreign and colonial law books, are very much more difficult to deal with.

With the enormous growth of modern England and the Empire, the content of the field of jurisprudence has kept pace, and the function of the law library is not—or should not be—what it was one hundred years ago, or, possibly, even fifty years ago. The modern law library as it ought to be is tending to become of diminished extension and increased intension—in other words, it must deal with fewer subjects of literature and more exhaustively with each subject. Twenty-five years ago the benchers of Lincoln's-inn were somewhat severely criticized for purchasing a new edition of SHELLEY's works and declining to purchase a catalogue of German legal works. At the present day the criticism appears to be even more just than it may have appeared when made, but it is improbable that new books of purely literary value would now be added—at any rate by purchase—to any of the libraries of the inns of court. The problem which confronts every library at present—and is of the most immediately practical concern—is how to find shelf-room for the increase of volumes brought in year by year. The difficulty is not met by ceasing to acquire books which may be described as general literature; additional rooms or buildings, or else the excision from the library of some parts of its contents, are the two alternatives. It certainly is not the function of the law library at the present day to supply its readers with any merely general literature, and it will soon hardly be a question whether the merely general literature shall be removed, but whether it can be so lodged as to save the necessity of scattering it by sale or other methods of distribution.

But, notwithstanding that the increase of legal literature has compelled the law library to cease acquiring any but books bearing more or less directly on jurisprudence, theoretical and practical, this increase is so rapid and large that it is scarcely possible for a law library to be absolutely complete. It is believed that in London, at all events, there does not exist any one law library having on its shelves every volume that may reasonably be considered as necessary at the present day to a fully equipped law library—fully equipped, that is, even for the English lawyer. A high standard of equipment might require that books dealing with, say, Japanese and Chinese law should be included in the ideal library. But, taking a lower standard than this, it must be conceded that the ideal library would contain copies of every book or volume setting out the law, or relating to jurisprudence, as it exists in America, the Continent of Europe, and the different parts of the British Empire. It is with respect to these books on foreign and colonial law that a really radical reform in the constitution and methods of each of the inn libraries is required. At present each library possesses, and each year possesses more of, numerous and expensive statutes, reports, and text-books, all relating to subjects which interest a minority only of its readers, but a minority at the same time too large to be neglected. Even then a small section of this minority among the members of each inn constantly finds its wants insufficiently provided for. Colonial statutes were formerly distributed very unequally; the Colonial Office has overcome this difficulty by arranging for each inn library and the Bar Library to receive a copy of every statute passed by every British Legislature outside the United Kingdom. Under an arrangement with the Federal and State authorities of the United States, the Bar Library receives a

copy of every statute passed by every Legislature in the United States. Reports and text-books, foreign and colonial, and foreign statutes (except as just stated), being in private hands, have to be purchased. Gray's inn has next to no colonial reports and text-books; so with the Bar Library. The Inner Temple has the best collection, but by no means a complete one. Lincoln's-inn and the Middle Temple occupy a midway position. A member of one inn certainly is not absolutely debarred from the use of the library of another inn, or from the use of the library of the Law Society, but permission to see a book which is not in his own inn library is only granted as a matter of favour each time the permission is asked. On the other hand, the acquisition by each of the four inns of books used by only a minority of its members, and sometimes a very small minority, is a waste of money and available energy generally. It is considered impracticable to give every barrister and student the *entrée* to every inn library. The only practicable solution seems to be the formation of one central and common library to contain only foreign and colonial books.

It has been suggested that such a library, common to all members of the Inns of Court, might be established as part of the Bar Library; this would necessitate the removal of the library from its present situation. Another suggestion has been that the Society of Comparative Legislation should have such a library bestowed upon it. It is generally supposed that the Inns of Court would decline to make contributions of their foreign and colonial books to any such central library. Even so, each inn could very well discontinue many expensive series of annual publications, and would also be freed from a good deal of pressure with regard to purchasing new text-books, &c. The inn libraries would therefore save in money and room, even if they declined to make a gift of their foreign and colonial books to the new library. Some feasible scheme could readily be devised, if only the inevitable *inertia* to be encountered be not an insuperable bar to its execution.

In conclusion, one suggestion—not absolutely novel—may be made as to colonial books in private hands. Let the Secretary of State for the Colonies arrange with each of the territories of the empire having a separate legislature to enact a short amendment of their Copyright Acts, to the effect that one copy of every book published in their respective jurisdictions, and copyrighted there, be sent to London and placed in a central library—not the British Museum. In this way a complete library of colonial books—and the law books could easily be separated—would be built up automatically. The advantage to the colonial author of this publication in London would far outweigh any possible objection to the free gift of a single copy of his book. This matter might well receive attention at the forthcoming Colonial Conference.

Reviews.

Patents.

THE LAW AND PRACTICE RELATING TO LETTERS PATENT FOR INVENTIONS. By ROBERT FROST, B.Sc., Barrister-at-Law. THIRD EDITION. Stevens & Haynes.

When the first edition of this work appeared in 1891 it was at once recognized as a work of distinct merit and one which would take an assured place in the patent lawyer's library. This impression has been fully realized and the book has been long regarded as one of the standard authorities on the law on letters patent. The present edition is the worthy successor of those which preceded it. The principal difference which has been made is that the third edition is conveniently issued in two volumes, so that in most cases it will be unnecessary to have more than one at hand for the purposes of any particular case.

The first volume contains practically all that is likely to be necessary for the conduct of an action for infringement, a petition for revocation, or an action for threats, the remainder of the subject-matter being relegated to the second volume. This contains matters relating to the procedure in the Patent Office with respect to the original grant, oppositions, amendments, and so forth, also the conveyancing side of the matter, such as assignments, licences, and the like, and petitions to the Privy Council for extension. To this are added in an appendix the statutes, the International Convention of 1883, the various sets of rules, and a quantity of forms and orders, all of which are likely to be useful.

The only matter which we have missed is the amending International Convention of 1900, but this does not affect the real value of the book. A volume which included the whole of what is here presented to us would be too cumbersome for practical use, and the author has exercised a wise discretion in dealing with his subject as he has done.

The print and general get up of the work leave nothing to be desired.

Books of the Week.

A Digest of the Law of Agency. By WILLIAM BOWSTEAD, Barrister-at-Law. Third Edition. Sweet & Maxwell (Limited).

Everest & Strode's Law of Katoppel. Second Edition. By LANCELOT FIELDING EVEREST, M.A., LL.D., Barrister-at-Law. Stevens & Sons (Limited).

Essays—Critical and Political. By J. H. BALFOUR BROWNE, K.C. In Two Vols. Vol. I.: Critical. Vol. II.: Political. Longmans, Green, & Co.

A Summary of the Law of Companies. By T. EUSTACE SMITH, Barrister-at-Law. Ninth Edition. By the Author and ARTHUR STIEBEL, M.A., Barrister-at-Law. Stevens & Haynes.

The Mirror of Justice. By H. R. CURLEWIS, B.A., LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

The Law Quarterly Review. Edited by Sir FREDERICK POLLOCK Bart., D.C.L., LL.D. January, 1907. Stevens & Sons (Limited)

CASES OF THE WEEK.

Court of Appeal.

EDMONDSON v. JOHN BIRCH & CO. (LIM.) AND HORNER. No. 1. 14th Jan.

DEFAMATION—PRIVILEGE—DICTATION OF LETTER TO CLERK—REASONABLE AND ORDINARY COURSE OF BUSINESS.

Where a business message is privileged as between two persons, the dictation of that message by the sender to his clerk, in order to be transcribed, in the reasonable and ordinary course of business comes within the privilege.

Application by the defendants for judgment or a new trial in an action tried before Lawrence, J., and a jury. The action was for libel. The defence was that the statements complained of were published on a privileged occasion without malice. The defendant company carried on a business in England, and a company called Birch, Kirby, & Co., were their agents in Japan. The defendant Horner was the managing director of the defendant company, and he was also a director of Birch, Kirby, & Co. The plaintiff was a mining engineer, and in March, 1904, he was engaged by Birch, Kirby, & Co., to act as their mineral manager and adviser for three months, and it was arranged that the latter should communicate with the defendant company, and, if they approved, the engagement should become permanent. Birch, Kirby, & Co. accordingly communicated with the defendant company, and the defendant Horner, having received certain information from a friend, sent a letter on the 7th of May, on behalf of the defendant company, to Birch, Kirby, & Co., in which he said: "We are much afraid that he (the plaintiff) may acquire valuable information at your expense, and use it not for your benefit but his own." This letter was dictated by Horner to a clerk in the defendant company's employment, by whom it was taken down and typewritten, and a copy entered in the letter-book. The typewritten letter was then signed by Horner on behalf of the defendant company, and sent by post to Birch, Kirby, & Co. On the 22nd of June the following cablegram was sent by Horner on behalf of the defendant company to Birch, Kirby, & Co.: "Ereplate Edmondson Epulotico." This meant, "Have no dealings with Edmondson. Give notice of dismissal." This cablegram was dictated by Horner to a clerk, who entered it with the translation in the cable-book. The libels complained of were contained in the above letter and cablegram. Evidence was given that what was done was in the usual and ordinary course of business, and that it was practically necessary as a business matter to record them in that way. At the trial Lawrence, J., held that the publication to Birch, Kirby, & Co. in Japan was on a privileged occasion, and that there was no evidence of actual malice; but that, upon the authority of *Pullman v. Hill & Co.* (1891, 1 Q. B. 524), the publication, as above, to the defendant company's clerks and the publication of the cablegram to the telegraph officials were not privileged, and he left the case to the jury, who found for the plaintiff, with £80 damages.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.J.J.) allowed the application.

COLLINS, M.R., said that the case of *Pullman v. Hill & Co.* had been explained in *Bossius v. Goblet Frères* (1894, 1 Q. B. 842). Those two cases decided this: that where there was a duty, whether of perfect or imperfect obligation, arising between two persons and the occasion was privileged, those persons, in availing themselves of that occasion, were entitled to take reasonable means for the purpose of doing so, and those reasonable means might include the introduction of third persons into the occasion, where the introduction of those third persons was reasonable and in the usual and ordinary course of business, and if that were so, their introduction be covered by the privilege. To use reasonable means to give effect to the privilege did not destroy it. The only evidence here was that what was done was in the reasonable and ordinary course of business. Judgment must therefore be entered for the defendants.

COZENS-HARDY, L.J., agreed. If they accepted the plaintiffs' contention they would practically destroy the protection of privilege in the case of all companies and large mercantile firms, because, as a matter of practical business, documents such as the present ones must go through more than

one hand. Given a privileged occasion, the privilege was not lost by the occasion being used in a reasonable manner and in the ordinary way.

FLETCHER MOULTON, L.J., agreed. If a business communication was privileged, such privilege covered all the incidents of the transmission and treatment of that communication in the ordinary and usual way.—COUNSEL, *Marshall Hall*, K.C., and *A. S. Poyser*; *Montague Lush*, K.C.; and *J. R. Atkin*, K.C. SOLICITORS, *Jacksons, Ellwell, & Curran*; *Grinip, Snell, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

SEWELL v. NATIONAL TELEPHONE CO. (LIM.). No. 1. 11th Jan.

FALSE IMPRISONMENT—SIGNING CHARGE-SHEET AT POLICE STATION—DETENTION IN CUSTODY—EVIDENCE OF AUTHORITY TO DETAIN.

The mere signing of the charge-sheet at the police station is of itself no evidence, where the person so signing has not authorized the arrest, of authority to detain the accused in custody.

Application by the plaintiff for a new trial in an action tried before Ridley, J., and a jury, to recover damages for false imprisonment. There was also a claim for malicious prosecution, but this was abandoned at the trial. At the trial the plaintiff was the only witness called, and he stated that he was arrested on the 21st of July, 1904, by two police constables on a charge of larceny and taken to the police station, and that he was detained there until the following day, when he was brought before the magistrate. He was subsequently acquitted. There was no evidence that the defendants authorized the constables to arrest him. The following interrogatory to the defendants was put in: "Did you not, or some person or persons by your authority, on or about the date mentioned in the statement of claim, prosecute the plaintiff upon the said charge?" The defendants, by their secretary, answered: "In answer to the third interrogatory, I say that Mr. J. Harvey Lowe, on behalf of the defendants, signed the charge-sheet on the 21st day of July, 1904, and from that date the defendants were responsible for the prosecution of the plaintiff." Ridley, J., at the conclusion of the plaintiff's case, held that the mere signing of the charge-sheet was no evidence that the defendants authorized the police to detain the plaintiff in custody, and he directed judgment to be entered for the defendants. Upon appeal, *Grinham v. Willey* (4 H. & N. 496), *Harris v. Dignum* (29 L. J. Ex. 23), and *Austin v. Dowling* (L. R. 5 C. P. 534) were cited.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.J.J.) dismissed the application.

COLLINS, M.R., said that the distinction between malicious prosecution and false imprisonment was well known, and it had been well put by Willes, J., in *Austin v. Dowling*. When one bore that distinction in mind the present case clearly did not fall upon the false imprisonment side of the line. The mere statement that the defendants by their agent signed the charge-sheet was simply an admission that they took a step which was essential or incidental to the carrying on of the prosecution. That in itself did not travel outside the area covered by the claim for malicious prosecution, a claim which had been abandoned. The defendants did nothing but take a step in order to put in suit, or as an incident of putting in suit, the prosecution. The mere signing of the charge-sheet was consistent with merely invoking the assistance of the judicial tribunal in the prosecution. Further facts would have to be proved to bring the case within false imprisonment. The appeal must be dismissed.

COZENS-HARDY and FLETCHER MOULTON, L.J.J., concurred.—COUNSEL, *Lord Coleridge*, K.C., and *H. J. Turrell*; *Montague Shearman*, K.C., and *H. H. Gaine*. SOLICITORS, *H. S. Bridge*; *W. E. L. Gaine*.

[Reported by W. F. BARRY, Barrister-at-Law.]

WEST RIDING OF YORKSHIRE RIVERS BOARD v. ROBINSON BROS. No. 2. 17th Jan.

LOCAL GOVERNMENT—RIVERS POLLUTION PREVENTION ACT, 1876, PART III., SS. 6, 13—NOTICE OF INTENTION TO TAKE PROCEEDINGS—CONSENT OF LOCAL GOVERNMENT BOARD.

The consent of the Local Government Board to proceedings under Part III. of the Rivers Pollution Prevention Act, 1876, must be obtained before notice of intention to take proceedings is served on the offender.

This was an appeal by the defendants against a decision of the Divisional Court of the King's Bench Division, affirming an order made under section 13 of the Rivers Pollution Prevention Act, 1876, by the judge of the Huddersfield County Court against the defendants. The case involved a question of some importance with regard to the procedure under the Rivers Pollution Prevention Act, 1876—namely, whether the consent of the Local Government Board, which is required by section 6 of the Act to any proceeding, must be obtained by the sanitary authority proposing to take proceedings before giving the two months' notice of intention to take proceedings prescribed by section 13, or whether it is open to the sanitary authority to give the notice first and then subsequently obtain the consent of the Local Government Board. The facts of the case were as follows: Part III., section 4, of the Rivers Pollution Prevention Act, 1876, makes it an offence for any person to cause or permit to flow into any stream any polluting liquid proceeding from any factory or a manufacturing process, and authorizes the sanitary authority of the district to institute proceedings in respect of an offence against the Act. The plaintiffs are the sanitary authority for the West Riding District of Yorkshire, and on the 6th of August, 1904, they served on the defendants a notice of their intention to take proceedings against the defendants, under section 4 of the Act of 1876, for polluting the River Colne. The Local Government Board inquiry was held on the 19th of October, 1904, and their consent to the taking of proceedings was given on the 5th of December, 1904, four months after the giving of the notice. The plaint was entered in the

county court on the 20th of March, 1905. On the 17th of May, 1905, the defendants gave notice that they intended to rely on the statutory defence, that notice of the plaintiffs' intention to take proceedings required by section 13 of the Rivers Pollution Prevention Act, 1876, was not duly given to the defendants, as required by the statute. The county court judge gave judgment in favour of the plaintiffs. From this decision the defendants appealed to the Divisional Court. The Divisional Court affirmed the order, on the ground that, as there were two decisions, adverse to each other, on the point raised by the appeal, one the decision of a Divisional Court, in *West Riding of Yorkshire Rivers Board v. Searr End Mill Co.* (65 J. P. 776), and the other the decision of the Scotch Court of Session in *Midlothian County Council v. Oakbank Oil Co. (Limited)* (5 Court Sess. Cas. 700), they would follow the decision of their own court. The defendants appealed against this decision. The material sections of the Rivers Pollution Prevention Act, 1876, ss. 6 and 13, are as follows: Section 6: "Unless and until Parliament otherwise provides, the following enactments shall take effect, proceedings shall not be taken against any person under this part of this Act save by a sanitary authority, nor shall any such proceedings be taken without the consent of the Local Government Board: provided always that if the sanitary authority, on the application of any person interested alleging an offence to have been committed, shall refuse to take proceedings or apply for the consent by this section provided, the person so interested may apply to the Local Government Board, and if that board on inquiry is of opinion that the sanitary authority should take proceedings they may direct the sanitary authority accordingly, who shall thereupon commence proceedings. The said board in giving or withholding their consent shall have regard to the industrial interests involved in the case and to the circumstances and requirements of the locality. The said board shall not give their consent to proceedings by the sanitary authority of any district, which is the seat of any manufacturing industry, unless they are satisfied after due inquiry that means for rendering harmless the poisonous, noxious, or polluting liquids proceeding from the processes of such manufactures are reasonably practicable and available under all the circumstances of the case, and that no material injury will be inflicted by such proceedings on the interests of such industries. Any person within such district as aforesaid, against whom proceedings are proposed to be taken under this part of this Act, shall, notwithstanding any consent of the Local Government Board, be at liberty to object before the sanitary authority to such proceedings being taken, and such authority shall, if required in writing by such person, afford him an opportunity of being heard against such proceedings being taken, so far as the same relate to his works or manufacturing processes. The sanitary authority shall thereupon allow such person to be heard by himself, agents, and witnesses, and after inquiry such authority shall determine, having regard to all the considerations to which the Local Government Board are by this section directed to have regard, whether such proceedings as aforesaid shall or shall not be taken; and where any such sanitary authority has taken proceedings under this Act, it shall not be competent to other sanitary authorities to take proceedings under this Act till the party against whom such proceedings are intended shall have failed in reasonable time to carry out the order of any competent court under this Act." Section 13: "Proceedings shall not be taken under this Act against any person for any offence against the provisions of Parts II. and III. of this Act until the expiration of twelve months after the passing of this Act; nor shall proceedings in any case be taken under this Act for any offence against this Act until the expiration of two months after written notice of the intention to take such proceedings has been given to the offender."

THE COURT (GORELL BARNES, P., and FARWELL and BUCKLEY, L.JJ.) allowed the appeal.

GORELL BARNES, P., said that the point was whether the two months' notice required by section 13 of the Act to be given to an offender might be given before the consent of the Local Government Board to taking proceedings had been obtained, or whether it must be given after that consent had been obtained. In the present case the notice had been given before the consent of the Local Government Board had been obtained, and no notice was given after that consent had been obtained, though the proceedings were not taken for more than two months after the consent was obtained. The point, therefore, was whether the notice in these circumstances was good or bad. In his lordship's opinion it was not a good notice. It was clear from section 6 of the Act that no proceedings could be taken without the consent of the Local Government Board being obtained. Even if that consent were obtained, the person against whom proceedings were to be taken might, notwithstanding such consent, object before the sanitary authority to any proceedings being taken, and the sanitary authority might give him an opportunity of being heard against such proceedings being taken. Another condition was imposed by section 13, that two months' notice of intention to take proceedings must be given. The plaintiffs contended that these were independent provisions, and that proceedings might be taken any time after the two months' notice had expired, provided that in the meantime the consent had been obtained. The defendants contended that the consent must be obtained before the notice could be given. His lordship thought that the defendants' view was the right one. Having regard to section 13, it seemed to him that the person who gave notice must be in a position to act on the notice by having previously obtained the necessary consent. That seemed to be the conclusion to be drawn from section 13, and when section 6 was carefully considered it seemed to be the proper way of carrying out the requisitions of that section. The whole working of the scheme of the Act seemed to his lordship to lead to the conclusion that the intention of the Legislature was that no proceedings should be taken until two months' notice had been given after the plaintiffs were in a position to take proceedings. That was a short statement of the view that he took in the present case.

The only other thing to be considered was that there had been decisions on this matter both in Scotland and in this country. The English decision was the case of *West Riding of Yorkshire Rivers Board v. Searr End Mill Co.* The decision on principle in that case was really to be found in the observations of the learned judges who heard it during the argument, the actual judgment delivered merely affirming the correctness of the decision of the county court judge. In Scotland there had been the case of the *Midlothian County Council v. Oakbank Oil Co. (Limited)* (5 Court Sess. Cas. 700). That was a case in which the facts were similar to those in the present case. The judgment of the court was delivered by Lord Kinnear, the Lord President and Lord McLaren concurring. His lordship did not intend to read the whole of that judgment, nor did he intend to say that he agreed with every expression in it, but in substance that judgment was in accordance with the position at which he had arrived in the present case, that the person who gave notice must be in a position to act on it. To read only one passage, Lord Kinnear said, "This is the only construction which will enable the restriction contained in section 13 to be read in harmony with the restrictions contained in section 6." His lordship agreed with that conclusion. Then it was said that the case of *Haylock v. Spark* (1 E. & B. 471) was analogous to the present case. That case was not on the Rivers Pollution Prevention Act, 1876, and did not appear to his lordship to be *in pari materia* with the present case. For the reasons given he thought that the appeal should be allowed. There was some satisfaction in arriving at this conclusion since this Act, merely substituting the Secretary of State for Scotland for the Local Government Board, applied to Scotland as well as England, and the law had now been laid down in the same way in both countries.

FARWELL and BUCKLEY, L.JJ., also delivered judgments allowing the appeal.—COUNSEL, Macmorran, K.C., and Lowenthal; Danckwerts, K.C., and Ellison. SOLICITORS, Van Sandau & Co., for Mill & Co., Huddersfield; Clements, Williams & Co., for Trevor Edwards, Wakefield.

[Reported by J. I. STELLING, Barrister-at-Law.]

DAVIES v. SEISDON UNION. No. 2. 18th Jan.

POOR LAW—RATING—ASSESSMENT—SEWERAGE BOARD—VALUE OF SEWAGE FARM AS MEANS OF DISCHARGING STATUTORY DUTIES.

A sewerage board let a sewage farm to a tenant at a fair rent, including an additional sum for the manurial value of the sewage.

Held, that the principle of *Reg. v. School Board for London* (34 W. R. 583) applied, and that the rating authorities ought to have assessed the farm, not on the basis of the rent actually paid, but on the basis of what rent might reasonably have been demanded of the sewerage board if they had rented the farm for the purpose of enabling them to discharge their statutory obligations.

Decision of Divisional Court (Lord Alverstone, C.J., and Lawrance and Ridley, JJ.) (54 W. R. 455) reversed.

This was an appeal of the Seisdon Union from a decision of a Divisional Court on a case stated by the Staffordshire Quarter Sessions. The case in the court below is reported in 54 W. R. 455; 1906, 1 K. B. 214. The case as stated by the justices was as follows: Upon the hearing of an appeal by the quarter sessions against a poor rate made on the 2nd of May, 1904, whereby the appellant was rated in respect of certain hereditaments in the occupation of the appellant in the parish of Kinver, in the Seisdon Union, known as the Whittington Hall Farm, and consisting of land, house, buildings, sewerage works and plant, it was ordered that the gross estimated rental of the farm should be assessed at £479, the rateable value of the agricultural land at £380, and the rateable value of the buildings and other hereditaments, not being agricultural land, at £46, subject to the following case for the opinion of the court. The Whittington Hall Farm, and the houses, buildings, and sewerage works thereon (except a small portion of land in the parish of Wolverley, rated at a rateable value of £2 15s.) are situated within the parish of Kinver, and belong to the Upper Stour Valley Main Sewerage Board, which is a sewerage board duly constituted by statute for the purpose of dealing with the sewage of a certain district situate outside the parish of Kinver, and the Seisdon Union. For the purposes of carrying out the duties imposed upon them the said sewerage board acquired the Whittington Hall Farm, which farm is let in the manner hereinafter mentioned to the appellant Davies. After the farm was acquired it was converted by the sewerage board into a sewage farm for the purpose of dealing with the sewage of the said district, and for this purpose they laid down and constructed upon the farm carriers, distributors, catchpits, and sluices, consisting of brick or pipe channels and appliances. The said plant was constructed under and upon the surface of the farm for carrying the sewage from the mains of the sewerage board to suitable places, and disposing thereof on the farm. The sewage brought to the farm by the board is distributed upon the farm by means of the said plant, and there is dealt with by the system known as the broad irrigation system. The sewerage board have spent in laying down and equipping the said plant and in making roads on the farms (in addition to the cost of the farm) the sum of £8,962 or thereabouts. They were able to borrow the money at the rate of 3½ per cent. per annum. The Whittington Hall Farm contains about 435 acres, and has been let to the appellant by the sewerage board and the former owners for many years. By a lease under seal dated the 16th of March, 1903, the Upper Stour Valley Main Sewerage Board, in consideration of the rents and covenants therein reserved and contained, and on the part of the lessee to be paid, observed, and performed, demised to Edward Davies the Whittington Hall Farm for the term of one year at the rent of £460. The tenant thereby covenanted that he would cultivate the land demised as a sewerage irrigation farm and would utilize all the sewage during the tenancy delivered thereon by the board, so that the sewage might be freed from noxious matter and purified by application to the land in such a manner that it might properly be discharged

by the lessee into any stream without breach of the law, and would at all times during the term receive and distribute on the land and through a sufficient portion thereof all the sewage which should be delivered on the land by the board, and would keep the board indemnified against all claims and demands made against the board on account of any nuisance caused by the sewage from the time it came upon the land until it was discharged purified into some stream. By an agreement dated the 27th of February, 1904, the said rent was in March, 1904, increased to the sum of £490 per annum, and subject to that variation the tenancy was continued upon the terms of the said lease, so far as the same were applicable to a tenancy from year to year. The sewerage board are duly rated in respect of the whole of the farms, mains, and works (used in dealing with their sewage), other than the said plant upon the farm. The sewerage board were at one time rated in respect of the said plant, but on appeal to quarter sessions the rate was amended on the ground that the board were not in occupation of the plant, and that the plant was in the occupation of the tenant of the farm. In a subsequent rate the present appellant, as tenant of the farm, was rated separately for the plant, under the heading "Sewage Works and Plant," in the sums of £364 gross estimated rental, and £291 5s. rateable value, as for "buildings and other hereditaments not being agricultural land." But on appeal to the quarter sessions, which was by consent referred to Mr. A. T. Lawrence, as arbitrator, the said rate was ordered to be amended by striking out the assessment. The sewerage board during the tenancy of the appellant continued to discharge their sewage by means of the said plant on to the said farm, and thereby are enabled to perform their statutory duties. The rent payable under the lease was fixed after negotiations, and was a fair rent for the advantages which the appellant gets under the lease, including the value of the sewage. The rent is more than it would be if the appellant did not get the manurial value of the sewage. The justices held that the actual sum paid by the appellant was the true basis upon which the hereditaments should be rated, and that they ought not to take into account the annual value of the advantages and the facilities accruing to the sewerage board in connection with the said plant, and they reduced the rate accordingly. From the decision of the justices the Seisdon Union appealed to the Divisional Court, who affirmed the justices. From this decision the Seisdon Union now appealed.

THE COURT (GORELL BARNES, P., and FARWELL and BUCKLEY, L.JJ.) allowed the appeal.

GORELL BARNES, P.—The substantial point which I understand is intended to be submitted for consideration is whether or not the respondent to this appeal, Mr. Davies, is to be rated on the principle that the sewerage board are to be entirely excluded from consideration as hypothetical tenants. The basis of the law applicable to the case is to be found in the Poor Relief Act, 1601 (43 Eliz. c. 2), and section 1 of the Parochial Assessment Act, 1836. The provisions of those Acts, and especially of that section, have frequently been considered in the courts, and a number of cases have been cited which bear more or less upon the present question. I do not intend to go through all these cases, because it seems to me that the points which we have to consider have been covered by authority. In *Reg. v. The School Board for London* (34 W. R. 583, 17 Q. B. D. 738) it was decided that in assessing to the poor rate schools occupied by a school board, which can make no profits in a commercial sense as tenant of the schools, the school board itself ought to be considered as a possible tenant and the gross and rateable values calculated by the rent which the board might reasonably be expected to pay for the premises for use as schools. The point was taken by counsel for the present respondent that that decision only dealt with the case where the occupier and owner were the same person, but that criticism is clearly answered by the judgment of Lord Macnaghten in the case of the *London County Council v. Churchwardens of Brith* (42 W. R. 330; 1893, A. C. 562). As I read the judgment of the Divisional Court in the present case, I do not find any disagreement with the principle laid down in *Reg. v. School Board for London* because the Lord Chief Justice, in delivering the judgment in the court below, said that he agreed that among the possible hypothetical tenants is to be included the sewerage board, who might wish to make use of this particular opportunity of getting rid of their sewage; but with all respect to the learned Lord Chief Justice, I think that some error has crept in in the application of the principle. The Lord Chief Justice continues: "Now, what the sessions have said is this, 'The sewerage board during the tenancy of the appellant' (that is, Mr. Davies) 'continue to discharge their sewage by means of the said plant on to the said farm, and thereby are enabled to perform their statutory duties.' It is not suggested that the tenant gets anything from the board for so permitting them to discharge their statutory duties. The rent payable by the appellant under the said lease was fixed after negotiation, and is a fair rent for the advantages which the appellant gets under the said lease, including the value of the said sewage. The said rent is more than it would be if the appellant did not get the manurial value of the said sewage. I understand that to mean that, taking the rest of the agricultural land as *x*, £490 represents *x* plus the sum which the hypothetical tenant would pay for getting the sewage through the carriers." It seems to me that the words "hypothetical tenant" in the last sentence I have read are not applicable to the point which was raised, but that the words "the tenant in this particular case" should really be substituted, because it seems to me that the sessions have at present left out of consideration the position which ought, according to the principle of *Reg. v. School Board for London*, to be considered, what would be the rent which might reasonably be expected to be obtained for the premises, having regard to the fact that there is another person—i.e. the owner of the premises, who might become the tenant. I cannot regard the statement of the case as shewing that any attention has been given

to this consideration at all. The paragraph quoted by Lord Alverstone in his judgment shews that the rent is larger than it would have been if the tenant had not got the benefit of the manurial value of the sewage, but the rating authority has not taken into consideration what rent might have been got if the rating authority had been treated as hypothetical tenants. That this consideration might be all important is obvious from the position in which the matter is found. The farm is one for which the tenant pays a fair rent for the agricultural land plus the advantage he gets from the sewage. But in order to obtain that advantage there has been spent by the sewerage board a sum of about £8,000. If the board were persons about to take agricultural land such as this and pay a rent for it, they would be out of pocket for the amount spent in laying out the sewerage system, or if they took land with the plant upon it they would have to pay more than if they took it as simple agricultural land. That position has been left out of consideration, and the case must be stated in such a way as to allow the question to be considered by the rating authorities. For these reasons I think the appeal must be allowed.—COUNSEL, *Alexander Glen, K.C.*, and *Disturnal; W. C. Ryde*. SOLICITORS, *H. Taylor, Wolverhampton; Dennison, Horne, & Co., for G. Green, Cradley Heath.*

[Reported by J. I. STELLING, Barrister-at-Law.]

High Court—Chancery Division.

Re GARRARD. GORDON v. CRAIGIE. Joyce, J. 11th and 19th Jan.

WILL—CONSTRUCTION—LEGACIES—GIFT TO VICAR AND CHURCHWARDENS—VALID CHARITABLE BEQUESTS.

A gift by will to "the vicar and churchwardens for the time being" of a parish is a valid charitable bequest, even though followed by the words "to be applied by them in such manner as they shall think fit."

This was a summons taken out by the executors of the will of Mrs. Dorothy Garrard for the purpose of determining questions which had arisen as to whether certain charitable bequests contained therein were void for uncertainty or for any other reason, or whether they were valid charitable gifts, and if so, how effect ought to be given to them. The bequests were in the following words: "I give £400 to the vicar and churchwardens for the time being of Kingston aforesaid, to be applied by them in such manner as they shall in their sole discretion think fit," and "I give £100 to the Kingston Cottage Hospital, to be applied by the manager thereof in the like manner." The testatrix further directed that the residue of her estate should be divided between J. H. and "the sick and poor fund of the parish church at Cheltenham." It was admitted that the gift to Kingston Cottage Hospital was good, and Joyce, J., held that the gift of one-half of the residue to the sick and poor fund was a good gift, and should be paid to the official trustee of charitable funds, and the income received by the rector of the parish church of Cheltenham until further order. With regard to the bequest of £400 to the vicar and churchwardens of Kingston, it was argued that the wording of the gift was inconsistent with a charitable bequest, that the vicar and churchwardens were not responsible to anyone for the proper administration of the fund, and were in fact not bound to expend any part of it. It was admitted that if the legacy had been left to "the vicar and churchwardens" simply, without further words, it would have been a gift to them *virtute officii* and as trustees for their church; but having regard to the words "to be applied by them in such manner as they shall in their sole discretion think fit," it might be argued that they took the legacy upon trusts, but upon trusts not limited to their church, and therefore too vague to be enforced. But it was contended on behalf of the defendants, the vicar and churchwardens, that if there were a trust, then it was for the purposes of the church of which they were officers, and therefore the gift was a valid charitable bequest, and it was further submitted that if there were not a trust to be implied from and limited by the offices they held, there was no trust at all, but an absolute power of disposition without liability to account to any person, and that if they did not take the legacy *virtute officii* they took it absolutely.

JOYCE, J., in a considered judgment, said that, having regard to what was said by Kindersley, V.C., in *Thorner v. Wilson* (3 Drew. 245 and 4 Drew. 350) and to the decision in *Re Delany* (1902, 2 Ch. 642), it was clear that a gift to a vicar for the benefit of his parish was a good charitable legacy, and that such a bequest was none the less so when given to a vicar and churchwardens for the time being, churchwardens being the officers of a parish in ecclesiastical matters. Such a gift without more was a gift for ecclesiastical purposes, and was therefore a good charitable bequest. But it had been suggested that the words added to the gift in the will, "to be applied by them in such manner as they shall in their sole discretion think fit," were inconsistent with a charitable bequest, as rendering the destination of the fund uncertain, but in his opinion there was no real contradiction in the terms of the will; the added words merely directed the particular mode of applying the fund to be settled by certain individuals—namely, the vicar and churchwardens for the time being of Kingston. He therefore declared the legacy to be a valid charitable bequest and directed that the defendants, the vicar and churchwardens, should inform the Attorney-General of the manner in which they proposed to apply the fund, with liberty to apply in case any question should arise as to its disposal.—COUNSEL, *A. J. Spencer; Rolt; J. G. Wood; Withered; E. Ford; George Lawrence*. SOLICITORS, *Holloway, Blount, & Duke, for H. Birch, Thame, Oxon; Field, Roscoe, & Co.; Helder, Roberts, & Co.; Treasury Solicitor.*

[Reported by W. F. LAWRENCE, Barrister-at-Law.]

Re GAME. GAME v. TENNENT. Warrington, J. Dec. 20th.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—RULE AGAINST PERPETUITIES—SEVERANCE OF CLASS.

A testator gave a sum of money on trust after the death of S. for the children of S., or the children of a son or daughter of S., who being daughters should attain twenty-one or marry under that age, with a proviso that the shares of any girl should be for her separate use, without power of disposition except by will. S. had two daughters born in the testator's lifetime.

Held, that the proviso was valid and not affected by the rule against perpetuities, and that the daughters of S. were not entitled to have their shares transferred to them, but could only dispose of the same by will.

This was a summons taken out by the trustees of the will of George Game (deceased) for the determination by the court of the following questions which had arisen in the administration of the trusts of the will:

(1) Whether upon the true construction of the will a valid restraint is imposed upon the anticipation and alienation otherwise than by will of (a) the income and (b) the capital of the one-third shares of the defendants Dorothy Elizabeth Tennent and Sarah Margaret Savory or either of them in the sum of £500 in the said will mentioned or in the investments representing the same. (2) Whether the plaintiffs as such trustees as aforesaid are justified in paying over to each of the said defendants the corpus of her one-third share under the said will in the said sum of £500 or in the moneys for the time being representing the same." By his will dated the 2nd of December, 1869, after appointing certain persons named therein as executors and trustees and after making certain devises and specific bequests and giving certain pecuniary legacies as therein mentioned he directed his trustees "to stand possessed of his shares in the Pacific Navigation Steam Packet Co. and also of a sum of £500 (which sum he directed them to invest on Government or real securities in England) and pay the interest or income arising from such shares and investments to his daughter Sarah Shettle half-yearly during her life and after her death upon trust for such child or children of the said Sarah Shettle or such child or children of a son or daughter of the said Sarah Shettle who shall die before her as shall, if a son attain the age of twenty-one years, or if a daughter attain that age or marry, the said fund to be divided equally between brothers and sisters, but so that children of a deceased child of the said Sarah Shettle shall only take the share to which their parents would have been entitled had he or she survived the said Sarah Shettle. And as to the share or shares of any girl or girls for her or their separate use without power of disposing of the income or capital thereof otherwise than by will." Sarah Shettle died on the 21st of March, 1906, leaving one son and two daughters, the defendants to the summons, who were both born during the testator's lifetime. The testator disposed in his lifetime of his shares in the Pacific Navigation Steam Packet Co. The said sum of £500 given by his will to his trustees upon trust for his daughter the said Sarah Shettle was now represented by £200 4s per cent. debentures of J. C. & J. Field (Limited) and a sum of £200 advanced to one William Munday on mortgage of freehold premises at Wanstead in the county of Essex. The income arising from the said trust funds was paid to Sarah Shettle down to the date of her death. The trustees submitted that the restraint on anticipation and alienation was severable and was valid as to the shares of the two granddaughters born in the testator's lifetime. The case nearest in point was *Re Holmes, Hallows v. Holmes* (67 L. T. 335). On behalf of the daughters it was contended that the restraint could not be severed, but was void as infringing the rule against perpetuities: *Re Ferneley's Trusts* (1902, 1 Ch. 543), cited as *Re Ferneley's Estate* (46 SOLICITORS' JOURNAL 247, 50 W. R. 346), *Re Ridley, Buckton v. Hay* (23 SOLICITORS' JOURNAL 867, 27 W. R. 527, 11 Ch. D. 648). A different view was taken in *Herbert v. Webster* (15 Ch. D. 610, 28 W. R. Dig. 197), *Wilson v. Wilson* (4 Jur. N. S. 1076). You could not impose restraint on anticipation on a class of persons not in esse: *Cooper v. Laroche* (29 W. R. 438, 17 Ch. D. 368). The cases were hopelessly irreconcilable.

WARRINGTON, J.—The question in this case was whether certain interests given under the testator's will to women who happened now to be married women were subject to restraint on anticipation. His lordship then referred to the will, and said the words of gift were such that there would have been included in the class children of Sarah Shettle, or of a child of Sarah Shettle who might have been born after the death of the testator. It was admitted that if the gift had been confined to children of Sarah Shettle born in the lifetime of the testator the restraint on anticipation would have been valid. It was, however, contended that, inasmuch as the class might have contained daughters born after the death of the testator, and as the restraint on anticipation would have applied equally to shares of children born after the death of the testator, as to shares of children born in his lifetime the whole of that restraint was void, because it was said that you could not sever the condition imposed on the disposition relating to those born within the due limits from those born beyond such limits. On principle, and without any reference to authorities, it was well known that if a fund was given in trust for a class some of whom might possibly not attain vested interests until after the period of limitation, the gift was void, not only as to those members, but as to the whole class, the principle being that you could not ascertain the share of any individual member of the class, as the rights of all, if severed, would be affected, whether they were born within the period or not. Did that reasoning apply when the question did not affect the amount or the period of ascertainment of the class, but was a mere restriction which would apply only to each share as it came into existence and did not affect the whole class, but only each member. His lordship could not see why such a condition should not apply where it legally could be applied, and be rejected in the cases where it

could not be so applied. As regards the authorities, *Herbert v. Webster* (15 Ch. D. 610, 28 W. R. Dig. 197) was directly in point. In that case Hall, V.C., held that the restraint on anticipation might be held valid as to daughters born within the limit of perpetuities, and would be rejected only in the case of those born outside the period. On the other side reliance was placed on *Re Ridley, Buckton v. Hay* (27 W. R. 527, 11 Ch. D. 648), which had been decided by Jessel, M.R., before *Herbert v. Webster*. The facts in *Re Ridley* were these: The tenant for life died leaving two married daughters born in the lifetime of the testator, as to whom alone the question arose. It was held that the restraint was void as infringing the rule against perpetuities. Obviously it would not have been void if the gift originally had been confined to daughters; it was void only because it was a gift to individual members of a class, some of which might have been born after the death of the testator. Jessel, M.R., without considering whether it was possible to sever, held the restraint void. The case of *Wilson v. Wilson* (4 Jur. N. S. 1076) did not appear to have been cited to him. That being the state of the authorities, the case came before Swinfen Eady, J., in *Re Ferneley's Trusts* (1902, 1 Ch. 543), cited as *Re Ferneley's Estate* (46 SOLICITORS' JOURNAL 247, 50 W. R. 346). All the previous cases were cited to him, and he came to the conclusion that the rule established by Hall, V.C., was sounder than the view taken by Jessel, M.R., in *Re Ridley*, and he followed it. In that state of the authorities his lordship felt that he was not bound, and if his view were that *Re Ridley* was preferable he felt he should be entitled to follow it notwithstanding what had been decided by Swinfen Eady, J.; but that was not his opinion. He thought the principle laid down in *Herbert v. Webster* was the sounder one. Moreover, in a recent case—*Re Russell, Dorrell v. Dorrell* (44 W. R. 100; 1895, 2 Ch. 698)—the question had arisen in an exactly analogous state of circumstances, where the Court of Appeal held that a severance could be made, and that case was binding on his lordship. He should therefore hold that as to the two daughters of Sarah Shettle born in the lifetime of the testator the provision that they should take without power of disposition or alienation except by will was valid and not affected by the rule against perpetuities. The second question which he had to decide was whether it prevented the daughters from receiving a share of the corpus, represented by an invested fund of about £500, which was to be held by the trustees after the death of Sarah Shettle for her children on the trusts in the said will declared to be divided equally between brothers and sisters. The real question was shewn by *Re Bowen, O'Halloran v. King* (28 SOLICITORS' JOURNAL 690, 27 Ch. D. 411), where it was laid down that where a testator made a bequest to a married woman for her separate use absolutely, and followed it by a clause restraining her from anticipation, the question whether the restraint on anticipation was effectual did not depend on the question whether it was a gift of an income-bearing fund or of a sum of cash, but whether the testator had or had not shewn an intention that the trustees should keep the investments and pay the income to the married woman. The question in the present case was whether upon the true construction of the will, looked at as a whole, he was entitled to come to the conclusion that the testator intended that his trustees should hold the fund and not transfer it. Of course if the daughters became widows they would be entitled to have the fund transferred to them, because the restriction applied only to married women; but being married women, and the restraint not infringing any rule of law, they were not entitled to anticipate either capital or income. He must accordingly hold that they were not entitled to have their shares transferred to them, and they were not to have the power to dispose of the same except by will.—COUNSEL, *Henry T. Thomson; Cosmas-Hardy*. SOLICITORS, *Snow, Fox, & Higginson*.

[Reported by EDWARD J. M. CHAPLIN, Barrister-at-Law.]

SADGROVE v. BRYDEN AND OTHERS. Parker, J. 18th and 19th Jan.

COMPANY—MEETING OF COMPANY—SHAREHOLDER VOTING BY PROXY—PROXY STAMPED, BUT DATES OF EXECUTION AND MEETING LEFT BLANK—DATES FILLED IN BY DULY AUTHORIZED PERSON—VALIDITY OF PROXY.

A proxy stamped before execution, the date of the execution of which is left blank, and also the date of the meeting at which it is to be used, and which is subsequently completed by a duly authorized person filling in the dates, is valid.

Motion. The principal point arising upon this motion was as to the validity of a certain proxy. A meeting of a limited company was called in response to a requisition made by shareholders. Prior to the meeting, Shaw, a shareholder, left a proxy with one Pearse. This proxy was stamped and executed in due form, but Shaw had not filled in the date of the meeting at which it was to be used, or the date of execution. Some time before the meeting Pearse obtained authority by cablegram from Shaw to fill in the blank spaces in the proxy. The requisition was withdrawn and replaced by one which called a meeting for a later date. Pearse filled in the dates in the proxy and used it at this meeting of the company, and after the meeting the cablegram was properly stamped. The validity of the proxy was called in question.

PARKER, J., said that the present case was very similar to that of *Ernest v. The Loma Gold Mines (Limited)* (1896, 2 Ch. 572; 1897, 1 Ch. 1). Section 80 of the Stamp Act, 1891 (54 & 55 Vict. c. 39), prohibited the stamping of a proxy with the one penny duty after it had been executed, but if it were properly stamped when executed any duly authorized person might subsequently fill in blanks left in the proxy. He considered that Shaw intended to authorize the completion of the proxy and the use of it at the meeting called on the requisition of shareholders. He therefore held that the proxy was a valid one.—COUNSEL, *Gore-Browne, K.C.*, and *Ribton; Buckmaster, K.C.*, and *Sheldon*. SOLICITORS, *Woodbridge & Sons; Swapeyons & Stone*.

[Reported by F. HARDINGE DALSTON, Barrister-at-Law.]

ASHTON & CO. (LIM.) AND OTHERS v. HONEY AND OTHERS.

Parker, J. 18th Jan.

COMPANY—ARTICLE PROVIDING FOR SPECIAL REMUNERATION TO DIRECTORS—CAPITAL OUTLAY—PROFIT AND LOSS ACCOUNT.

Sums paid by a company to its directors as remuneration for special services should be debited to profit and loss account and not to capital. No special article could authorize such sums to be debited improperly to capital.

Motion. This was a motion for an injunction to restrain directors of a company from acting upon a resolution, passed on the 23rd of August, 1906, that a sum of £250 by way of commission or fixed sum should be paid to the directors in consideration of their efforts towards the effecting of a contract with another company, and that the commission should be regarded as capital outlay. The company's articles of association included, by virtue of a special resolution, a provision to the effect that, if any director should be called on to perform extra services or make special exertions on behalf of the company or its business, or in giving special attention to the business of the company, such director might be remunerated either by a fixed sum or by a percentage of profits or otherwise, as might be determined. The question raised on the hearing of the motion was whether the resolution of the 23rd of August, 1906, was *ultra vires* or no.

PARKER, J., said that in determining this question it was necessary to consider another clause in the articles, by virtue of which the directors might pay to any director a commission or fixed sum on any particular business, or a share in the general profits of the company, which commission, fixed sum, or share was to be regarded as working expenses or capital outlay of the company. Although the company could vote sums as special remuneration to directors, the amounts so paid could not be debited to capital if they were to be carried to the profits and loss account as working expenses. No special article could allow such sums to be debited to capital outlay instead of profit and loss, and, *prima facie*, they ought to be debited to the latter. In this case the directors had procured for the company a very advantageous purchase, at the expense of much time and trouble on their part. No injunction was necessary, but there would be a declaration that the company might pay the sums in question out of any moneys in their hands for the time being, but that such sums ought to be debited to profit and loss account and not to capital.—COUNSEL, *Leonard Mossop; Ward Coldridge*. SOLICITORS, *Stanley Woodhouse & Hedderwick; Peters & Bolton*.

[Reported by F. HARDING DALSTON, Barrister-at-Law.]

Re GRANGE (DECEASED). CHADWICK v. GRANGE AND GREETHAM.

Parker, J. 16th Jan.

MORTGAGE—POWER OF SALE—SURPLUS PROCEEDS TO GO TO MORTGAGORS EQUALLY—ONE MORTGAGOR LUNATIC—CONVERSION—CHARACTER OF SURPLUS PROCEEDS.

J. G., a lunatic, was entitled as mortgagor to a moiety of the surplus proceeds of a sale of the mortgaged land by mortgagees. The mortgaged property was sold in the lifetime of J. G., and the interest on his moiety of the surplus proceeds was applied for his maintenance in an asylum until his death.

Held, that conversion had taken place, and that J. G.'s personal representative was entitled to his moiety, *lunacy per se* not affecting the position.

Originating summons. The object of this summons was to determine whether a sum of £855, representing a moiety of the surplus of the proceeds of sale of certain property situate at Harrogate, of which Joseph Grange was a joint mortgagor, and which was sold in 1900 by the mortgagees under a power of sale given them by the indenture of mortgage formed part of the real or of the personal estate of Joseph Grange. By the indenture of mortgage it was provided that on the exercise of the power of sale by the mortgagee or his executors, administrators, or assigns any surplus moneys arising from the sale, after paying the expenses of such sale and the moneys due under the mortgage, were to be paid to the mortgagees or their respective heirs or assigns in equal moieties. It was provided that the power of sale might be exercised by any person or persons for the time being entitled to receive and give a discharge for the mortgage moneys. By an indenture of the 7th of March, 1900, the mortgage was transferred to J. E. Driver. The mortgaged property was sold by the mortgagee under the power of sale in June, 1900. After paying the expenses of sale and all moneys due under the mortgage and transfer and a subsequent mortgage, there remained a considerable surplus payable to the mortgagors or their representatives in equal moieties. Thomas Grange, one of the mortgagors, died in 1899, and his moiety was duly paid to his representatives. Joseph Grange, the other mortgagor, from the year 1833 until his death in 1906, was a lunatic not so found by inquisition. The interest of Joseph Grange's moiety was applied for his maintenance in the West Riding Asylum. At his death there remained a fund of £855 representing his moiety. He died intestate and unmarried and letters of administration were granted to the plaintiff. The plaintiff and the defendant Greetham were two of the next-of-kin and the defendant Grange was heir-at-law. The real point in question was whether there had been a conversion.

PARKER, J.—As between the heir-at-law and next-of-kin of a deceased person *prima facie* they are bound by the actual condition of the property at the time of death. Where there has been a notional conversion realty may in equity be personality, and personality may in equity be realty. The wording of the provision in the mortgage as to the surplus proceeds of sale cannot be held to operate so as to make the proceeds remain realty. The fact that Joseph Grange was a lunatic from a date previous to the sale until his death does not make any difference. As long as the sale took place properly and under proper authority it must be held

to be good; *lunacy per se* makes no difference. The property must go to the next-of-kin, or rather the legal personal representative.—COUNSEL, *W. H. Cozens-Hardy; A. H. Poyser; Sherrington*. SOLICITORS, *Halse, Trustram, & Co.*, for A. Muir Wilson, Sheffield; *Wm. Stubbs*, for Hirst & Capes, Harrogate; *Heider, Roberts, Walton, & Giles*, for E. H. Coates, Wetherby.

[Reported by F. HARDING DALSTON, Barrister-at-Law.]

Re THE EGYPTIAN DELTA LAND AND INVESTMENT CO. (LIM.)

Parker, J. 12th Jan.

COMPANY—VARIATION OF MEMORANDUM OF ASSOCIATION EFFECTING EXTENSION OF OBJECTS—COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890 (53 & 54 VICT. c. 62), s. 1.

The court will not confirm a proposed alteration in a company's memorandum of association, effecting an extension of the company's objects, unless the name of the company is, if necessary, altered so as to indicate the extension of objects.

Petition. The object of this petition was to obtain confirmation of an alteration proposed to be made in this company's memorandum of association. The main object of the company, as disclosed by its memorandum of association, was that of investing in land situated in any district in Egypt served or to be served by railways now or in future belonging to the Egyptian Light Railways (Limited), or any branch or extension of them. Difficulties arose which hindered the company from obtaining land within the area thus indicated, and eventually a special resolution was passed by which the company's memorandum of association was altered so as to declare the object of the company to be the acquisition of land "in Egypt or the Soudan."

PARKER, J., said that he would allow the variation to be made if at the same time the name of the company was also altered so as to shew the extension of the proposed objects. There was a difference between investment in land in the Soudan and investment in more civilized parts of Egypt, and it might be that shareholders would object to the former who did not object to the latter. He suggested the introduction of the words "and Soudan" after the word "Delta" in the company's name.—COUNSEL, *Kirby*. SOLICITORS, *Norton, Ross, Barrington, & Co.*

[Reported by F. HARDING DALSTON, Barrister-at-Law.]

High Court—King's Bench Division.

NIBLETT v. MIDLAND RAILWAY CO. Div. Court. 17th Jan.

MASTER AND SERVANT—RAILWAY—EMPLOYEE—INCAPACITY FOR PARTICULAR KIND OF WORK—EMPLOYEE SUBJECT TO FITS—SICK PAY—WAGES—RULES OF FRIENDLY SOCIETY—CLAIM FOR WAGES TO DATE OF DISMISSAL, ALTHOUGH DURING ALL THAT PERIOD HE WAS RECEIVING SICK PAY.

The defendant company decided they would not be justified in employing the plaintiff any longer as a point holder on the railway owing to his being liable to fits. After one of these seizures the plaintiff was placed on the sick list of the friendly society (to which the company as well as the railway men contributed) and received sick pay, which was not payable to a member entitled to wages. The company did not at once give him notice, as they were willing to employ him in some other capacity if this could be found for him. Notice was subsequently given the plaintiff that his contract of service with the company would terminate that day fortnight. The plaintiff sued for twenty-two weeks' wages, alleging that the rules of the club did not alter his contract of service with the company, and that he was entitled to wages till that contract was terminated by notice.

Held, dismissing the plaintiff's appeal, that the action had rightly been held not maintainable.

Appeal by the plaintiff from a judgment of the judge of the Gloucester County Court in an action brought to recover £33 5s. as wages. The plaintiff had for some years been in the company's service and had worked his way up to the position of point holder. In November, 1898, he signed an undertaking to obey the company's rules and regulations. By rule 8 of these rules he was required to join, and did join, the Midland Railway Friendly Society, established by the defendant company. Under the society's rules the plaintiff was entitled to sick pay during sickness, and by rule 10, sub-rule 14, he was disentitled to receive sick pay whilst receiving wages from the company. In February, 1905, he was found on the railway in an unconscious state and put on the club, and after a time the doctor certified he had had a mild attack of epilepsy and that he ought not to work among the moving trains. The defendants felt that he ought not to act longer as point holder, and undertook to see whether they could find him work in one or other of their departments. The plaintiff remained on the sick fund until September, when defendants came to the conclusion that they could not find other employment suitable for him, and they gave him a fortnight's notice in accordance with the terms of his contract. The plaintiff thereupon claimed his full wages for the twenty-two weeks during which he had been on the sick fund, alleging that he had continued in the service of the defendants until the expiration of the notice determining his employment. The county court judge, however, disallowed the claim. The plaintiff appealed. Counsel, in support of the plaintiff's case, cited *Cuckson v. Stone* (1 E. & E. 248), and relied on *Warren v. Whittingham* (18 Times L. R. 508). Without hearing counsel for the company, the court dismissed the appeal.

DARLING, J., said the question was one of considerable importance to railway servants. When the company were informed of the plaintiff's state of health they took a considerate and kindly view, and if the present appeal were allowed he was afraid it would be disastrous to the interests

of employees of railway companies, because in future the companies would act on their legal rights when a case similar to that of the plaintiff was brought before them. Further, if the plaintiff were to succeed in the appeal, the defendants would be bound to pay him more when he was ill than when he was well. The whole intention of the contract was that when the plaintiff was incapacitated from work he should be entitled only to pay out of the sick fund, to which the company was itself a contributor. This pay the plaintiff had received, and there was no foundation for the claim he made in the county court. During the time he was receiving sick pay he had never asked for wages, but when he was finally dismissed from the company's service simply because they could not find fit employment for him, then, and not until then, he put forward this claim, which he might have put forward during any week of his incapacity. The county court judge's decision must therefore be affirmed.

PHILLIMORE, J., concurred.—COUNSEL, S. T. Evans, K.C., and Sturgess; Hugo Young, K.C., and E. W. Carr. SOLICITORS, Langley Smith & Beale & Co. [Reported by ESKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re BUTTON. *Ex parte HAVASIDE.* Bigham, J. 14th and 21st Jan.

BANKRUPTCY—PROOF FOR DAMAGES BY OWNER OF GOODS WHICH HAVE PASSED TO THE TRUSTEE AS IN ORDER AND DISPOSITION OF BANKRUPT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), ss. 37, 44.

An owner of goods who has consented to their remaining in the order and disposition of a bankrupt has no right of proof in the bankruptcy for damages for the loss of his goods by the operation of the bankruptcy law, which vests the right to them in the trustee.

Appeal from the rejection of a proof by the trustee in the bankruptcy. The bankrupt carried on business as a dealer in curios and antiques, and the appellant Havaside had been a constant customer of the bankrupt. The bankrupt filed his own petition on the 10th of March, 1906, and at that date Havaside had about £700 worth of goods on the bankrupt's premises, some bought from the bankrupt and left there till required, others left for repair, others left for the bankrupt to sell. The trustee claimed these goods as part of the property of the bankrupt divisible among his creditors, on the ground that they were in the order and disposition of the bankrupt with the consent of the true owner at the date of the commencement of the bankruptcy. On the 25th of June, 1906, Bigham, J., made an order allowing the trustee's application: *Re Button, Ex parte White v. Havaside* (50 SOLICITORS' JOURNAL 578). In August, 1906, Havaside proved in the bankruptcy for £715 16s. 6d., the estimated fair selling value of the goods. The trustee rejected the proof, whereupon Havaside appealed. It was contended for the appellant that the debt arose upon the filing of the petition when Button, as agent for sale, disabled himself from selling or returning the goods just as if he had given them away. Button's act in filing his own petition gave rise to a claim for damages for breach of an undertaking to sell or return the goods. Counsel for the appellant relied on a dictum of Lord Redesdale in *Joy v. Campbell* (1 Sch. & L., at p. 338): "If a man were to purchase goods and pay for them, and permitted them to remain in the hands of the seller, who became bankrupt, he would be a creditor for the amount of the money he paid for the purchase." They also cited Christian's Bankrupt Law, vol. 1, p. 214, (2nd ed.) (1818), Montague & Ayrton's Bankrupt Laws (2nd ed.), p. 290 (1844), *Utterson v. Vernon* (3 T. R., at p. 548). They also referred to the analogy in cases of distress where one person's goods are lawfully seized for another person's debt, and the owner of the goods is held entitled to an indemnity: *Edmunds v. Wallingford* (33 W. R. 647, 14 Q. B. D. 811). Counsel for the trustee contended that the bankrupt had not committed any breach of contract by filing his petition, and that the appellant's loss was due to the operation of the bankruptcy law consequent upon his own act or default in consenting to the bankrupt retaining possession of the goods. Judgment was reserved.

Jan. 21.—BIGHAM, J.—I am asked in this case to reverse the trustee's rejection of a proof for £715 16s. 6d., and it is suggested that the bankrupt by filing his petition wrongfully terminated a contract of bailment, and so gave the appellant a right of proof for damages under section 37 of the Bankruptcy Act, 1883. It is also suggested that to reject this proof violates the principle of law, that when one man's goods are lawfully taken to satisfy another man's debt, the owner of the goods shall have a remedy against the debtor for an indemnity. I am of opinion that there is nothing in either contention. When a man gets into involved circumstances, as the bankrupt here did, it is his duty to himself and to his creditors to file his petition, and he commits no tort or breach of contract by so doing. His property thereupon passes to his trustee, and the statute includes in such property goods in his order and disposition. The appellant has lost his goods by the operation of law, and not by any act of the bankrupt, and I do not think it is any hardship upon him, for it was his own consent which placed his goods in jeopardy. Appeal dismissed.—COUNSEL, Reed, K.C., and Frank Mellor; Hansell. SOLICITORS, Jackson, Smart, Geake, & Co.; Piesse & Son.

[Reported by P. M. FRANKIE, Barrister-at-Law.]

Solicitors' Cases.

In the Matter of A SOLICITOR. *Ex parte LAW SOCIETY.* Div. Court. 19th and 23rd Jan.

SOLICITOR—FINDING BY STATUTORY COMMITTEE—CHARGE AGAINST SOLICITOR

PENDING BEFORE JUSTICES—APPLICATION TO DIVISIONAL COURT TO POSTPONE DEALING WITH REPORT PENDING DECISION OF JUSTICES—PREJUDICE—UNDERTAKING BY SOLICITOR.

A solicitor was charged before justices and remanded, and he applied to the Divisional Court that the report of the Statutory Committee on a charge of professional misconduct might stand out of their lordships' list, on the ground that a decision might prejudice his fair trial.

Held, that the application should be granted, on the solicitor giving an undertaking in writing not to practise until the report had been dealt with by the court.

On the 19th of January an application was made on behalf of a solicitor against whom a report had been made by the Law Society finding that he had been guilty of professional misconduct. Since the report of the Law Society criminal proceedings had been taken against the solicitor at the instance of the Public Prosecutor. He had been twice before the justices and the case stood remanded at the sessions until the 24th inst. The application was that the matter might not come into the list on the 23rd inst., but might stand over until the justices had had an opportunity of seeing whether there was a *prima facie* case against the defendant, as it was submitted that a decision of their lordships on the day previous might have the effect of prejudicing this solicitor's trial. [PHILLIMORE, J.—If we decide in this gentleman's favour, why should he not have the benefit of it; and if we decide against him, why should not the justices have the benefit of our opinion?] Their lordships' decision might not affect the justices, but it might affect the jury if the accused were committed for trial. The money which the solicitor was charged with misappropriating had been paid back.

DARLING and PHILLIMORE, JJ., decided not to deal with the application then, but directed notice should be given to the Law Society if it was desired to renew the application on the 23rd inst.

Counsel on the 23rd inst. renewed the application.

Counsel for the Law Society offered no objection.

THE COURT (DARLING and PHILLIMORE, JJ.) granted the application upon the solicitor giving a written undertaking that he would not practise as a solicitor until the report of the Law Society had been considered and determined by them.—COUNSEL, Foote, K.C., and H. P. St. Gervais; Hollams.

[Reported by ESKINE REID, Barrister-at-Law.]

Solicitors Ordered to be Struck Off the Rolls.

Jan. 23.—THOMAS EVAN MORRIS KINSEY, 7, South-square, Gray's-inn, London, and 43, Ellerby-road, Fulham.

Jan. 23.—JOSEPH SEYMOUR PRICE.

Jan. 23.—ALEXANDER ROBSON, Hebburn-on-Tyne.

Jan. 23.—JAMES ENNETT ROBSON, 118, Victoria-street, Westminster.

Solicitor Ordered to be Suspended.

Jan. 23.—ALBAN WALMSLEY, 284, Eccles-road, Chorlton-on-Medlock, Manchester, suspended for twelve months.

Societies.

The Law Association.

EXTRAORDINARY GENERAL COURT.

An extraordinary general court of the Law Association was held on Thursday, the 10th inst., at the Law Society's hall, Mr. SAML. J. DAW (treasurer) taking the chair. The following were also present: Messrs. F. T. Birdwood, H. C. Nisbet, R. H. Peacock, A. Toovey, John Vallance, Mark Waters, and W. M. Woodhouse (directors); and E. J. Barron, H. J. Calley, H. W. Carter, E. S. Carroux, L. O. Eagleton, E. A. Fenwick, W. T. Hay, G. H. Radford, M.P., W. P. Richardson, E. J. Scannard, and Mark F. Waters (members); and the secretary, Mr. E. E. Barron.

After the secretary had read the notice convening the meeting, Mr. MARK WATERS, as chairman of the board of directors, moved the following resolution: "That the resolution passed at an extraordinary general court, held on the 1st day of December, 1904, 'That in lieu of the fixed sum hitherto voted for non-members' cases the directors be authorized to expend in any year on non-members' cases any sums not exceeding two-thirds of the balance of the year's assured income after fully providing for all grants to members' cases, and the expenses of management, but for the purpose of this rule income shall be deemed to include legacies or life subscriptions,' and the resolution authorizing a similar expenditure, passed at the last annual general court on the 31st of May, 1906, shall be repealed, and that the directors may expend under rules 39 and 42 for the relief of non-members' cases the whole of the available balance of the year's assured income after fully providing for all grants to members' cases and the expenses of management, such income shall be deemed to include the balance brought forward, but not legacies or life subscriptions." Mr. Waters called attention to the fact that during the present financial year the association had only twelve applications from members or their widows or children, and had made grants to them amounting to £690; in every case particular inquiry was made into their circumstances and a liberal grant made. Of applications from the widows and children of London solicitors who had not been members of the association they had dealt with twenty-five applications, making grants amounting to £615, while they still had two deserving cases that they had not felt justified in dealing with until the resolution of the 1st of December, 1904, had been repealed. Of these twenty-five non-members' cases, he pointed out that

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one applicant was ninety-five years of age, while six were over eighty, six over seventy, nine over sixty, and only three under the latter age, and in all cases the circumstances of the applicant were most carefully investigated.

Mr. F. T. Bradwood, one of the treasurers, seconded the motion, and after some discussion the motion was put to the meeting and declared carried by a large majority, only two voting against it.

United Law Society.

Jan. 21.—Mr. Tebbutt in the chair.—Mr. O. C. Chorlton opened, and Mr. A. Richardson opposed, the following resolution: "That this house would welcome the extension of the franchise to women." The resolution was negatived by eight votes to six.

Law Students' Journal.

The Law Society.

At the opening lecture of the term of the Law Society's School of Law, on the 21st inst., Mr. E. K. Blynn, vice-president of the society, took the chair, and delivered to students the certificates of distinction which had been gained last term.

Mr. Blynn, in addressing the students, referred to the importance of the study of the history and the principles of law—a matter upon which, he reminded them, the Lord Chief Justice had laid stress recently, when addressing the law students of York—and said he wanted to address a few words to those who were studying for the profession, and who, within a very short time, probably some of them within a year or two, might be working at it. He wanted to appeal to them to remember that their profession was an honourable profession, and to appeal to every one of them to do all he could to maintain the honour of the profession. They might all be aware that there had been some public disturbance not altogether satisfactory to the profession, and a committee, which was now sitting, had been appointed to discuss the question of solicitors' accounts. To some extent that committee had been appointed upon what he thought a grave illusion. It had been talked about as if the occasional default of solicitors in making good their clients' money was a public scandal; but that had been enormously exaggerated. In the speech of the Lord Chief Justice to which he had referred his lordship pointed out that, bearing in mind the fact that there were some 18,000 practising solicitors in England, the proportion of defaulters was so small as to be only one-sixth of 1 per cent. in the course of the year—a mere decimal fraction of 1 per cent.; and to attempt, as many writers in the papers had done, to talk about the profession as being in any way unsound was the gravest scandal upon the profession and most disgracefully untrue. He believed, and he felt sure, that the profession was, in an enormous majority—how large might be estimated from the figures given by the Lord Chief Justice—thoroughly honest, thoroughly honourable, and doing good work throughout the country, and a very, very great benefit to its clients. Therefore, in concluding the remarks he had to offer to them, he appealed to them all to bear in mind that the first and most important thing that they could keep before them was to carry out the highest honour and the highest truth and justice in everything they had to do. So far as their own management of concerns went—and many of them might be partners in firms of their own before long and have the handling of money—he appealed to them not to mix their clients' money with their own, and, as far as their own clients went, to advise them always to act honourably, and not to be a party to anything dishonourable on the part of a client or anyone else.

Mr. ATTLEE moved a vote of thanks to the vice-president. After referring to the interest taken by the Council in the students, he alluded to the great loss which had been suffered by the legal world in the death of Professor Maitland, a most valuable friend who took a great interest in the students. He hoped that some of the students would attend the memorial service for Professor Maitland which would be held on Wednesday at Lincoln's-inn Chapel.

Mr. MONTAGUE BARLOW seconded the vote of thanks, which was passed.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 22.—The subject for discussion was: "That the Trades Disputes Act, 1906, is contrary to the best interests of the State." Mr. G. C. Blagden opened in the affirmative; Mr. H. M. Myers opened in the negative. The following members also spoke: Messrs. Krauss, Johnson, Henderson, Dorman, Pleadwell, Harston, Birch, and Reddett. The motion was carried by eight votes.

The twenty-third meeting of the Bankruptcy Law Amendment Committee was held on the 16th inst., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Herbert J. Hope, one of the Bankruptcy Registrars of the High Court, who in his evidence dealt principally with the question whether the existing procedure for the prosecution and punishment of bankrupts who have been guilty of misconduct requires amendment, and furnished to the Committee the recommendations on this subject of the Registrars of the High Court.

The late Professor F. W. Maitland.

On Wednesday afternoon a memorial service for Professor F. W. Maitland was held in Lincoln's-inn Chapel. The service was well attended, among those present being the Lord Chief Justice, the Master of the Rolls, Lord Macnaghten (chairman), Mr. C. M. Warrington, K.C. (vice-chairman), Lord Justice Cozens-Hardy, and other members of the Council of Legal Education; Mr. Justice Warrington, Sir Frederick Pollock, Sir Robert Finlay, K.C., Sir John Macdonell, C.B., Sir H. Maxwell Lyte, Mr. Alfred Lyttelton, K.C., M.P., the Deputy Vice-Chancellor of Cambridge (representing the Master of Trinity), Professor Dicey, K.C., Professor Westlake, K.C., the Master of Downing, the Master of Peterhouse, Mr. J. W. Clark, K.C., Mr. Stanger, K.C., M.P., Mr. English Harrison, K.C., Mr. Butcher, K.C., Mr. Norton, K.C., Mr. Lawrence, K.C., Mr. Rawlinson, K.C., M.P., Master Macnamara, and many other members of the bar; and Mr. Attlee, the President of the Law Society. Mr. Munton, the hon. treasurer of the Selden Society, was prevented from attending by absence on the Continent. Mr. Fossett Lock, the hon. secretary of the Selden Society, received the principal members of the congregation. The officiating clergy were Canon Beeching, the preacher, and the Rev. Wilfrid Richmond, the chaplain of Lincoln's-inn.

The service, which was simple and impressive, consisted of the singing of sentences from the burial service, with a psalm and lesson, followed by Brahms's anthem, "How lovely is Thy dwelling place," and prayers. After the benediction a hymn was sung, and at the conclusion of the service Mr. Steggall, the organist, played a composition of Bach's, which, though no doubt skilfully rendered, was not, perhaps, very well adapted to the peculiarities of the full or "great" organ in the Lincoln's-inn Chapel, the tones of which strike an untutored and non-expert ear as being modelled, to some extent, on those of the Scottish national instrument.

Companies.

National Discount Co. (Limited).

The half-yearly general meeting was held on Wednesday at the Cannon-street Hotel, Mr. E. T. Doxat presiding. In moving the adoption of the report, the chairman observed that the half-year under review—to the 31st ult.—opened with encouraging prospects, the bank rate from the 1st of July to the 13th of September ruling at $\frac{3}{4}$ per cent., giving a fair profit on the bills rebated, while the average between the rates of discount and those paid for deposits shewed for the first three months a profit of 16s. 10d. per cent., in spite of the advance in the bank rate on the 13th of September to 4 per cent. This position was, however, suddenly changed by the advance of the bank rate to 5 per cent. on the 11th of October, and to 6 per cent. on the 19th of October, at which rate it remained up to the end of the year, thus causing a serious loss on an bills held prior to such advance. The rise in rates was no doubt largely owing to the strong demand for gold for export to the United States, where an era of great prosperity caused a greater demand for specie than was available without drawing supplies from abroad. At the same time Egypt was also taking more gold than usual in order to lift her crops, while in this country, and, indeed, more or less all over the world, prices of most of the leading commodities had risen so largely as to demand the use of increased facilities in the monetary line. Apart from the loss on bills held when the rise in the bank rate took place, the effect of the advance also caused a loss of interest on the securities held by the company, for gilt-edged securities, such as were required in their business, could not be carried at a profit when the bank rate ruled, say, over about 4 per cent. In these circumstances, he thought that they had reason to consider their balance-sheet a favourable one, and one shewing an expansion in their business. The principal changes in the balance-sheet as compared with that to the 30th of June last were, on the debit side, increases of £375,011 in deposits and sundry balances and of £432,546 in bills rediscounted, while rebate figured at £96,504, or an increase of no less than £32,246. On the credit side cash at bankers shewed a slight decrease of £16,620, but an increase of £154,878 was exhibited in securities, which were taken at values considerably below what they would realize that day. Loans shewed a slight decrease, but there was an increase of £755,287 in the amount of bills discounted; and it spoke well, he thought, both of the general condition of trade and of the care exercised by their manager, that they could again congratulate themselves on an entire absence of bad debts, or of any accounts causing them the slightest anxiety. Mr. John F. Ogilvy seconded the motion, which was supported by Mr. Barnes and by Mr. Millar Wilkinson. Mr. Barnes, however, called attention to the market price of the shares, which he regarded as too low—a circumstance he attributed to the liability on the shares of £20 each. He therefore urged the directors to consider whether this liability could not be reduced. Mr. Wilkinson, on the other hand, trusted that the directors would not reduce the liability on the shares, as such a course would, in his opinion, be an evidence of weakness. The Chairman, in reply, stated that the directors had frequently seriously considered the matter, and had come to the conclusion that it would be a most unwise proceeding to reduce the liability on the shares. The motion was unanimously adopted, and a dividend was afterwards declared at the rate of 10 per cent. per annum, tax free.

The *Globe* says it is understood that the Bar Council intend to appeal against the recent decision of Mr. Justice Bray that receipts for counsel's fees must be stamped.

Legal News.

Changes in Partnerships.

Admissions.

The firm of Jevons & Ryley, solicitors, of 19, Sweeting-street, Liverpool, have, as from the 31st of December, 1906, taken into partnership Messrs. JAMES ALCOCK and ANDREW STEWART ANDERSON (hitherto Alcock & Anderson), and the style of the firm will in future be Ryley, Alcock, & Anderson.

Dissolutions.

CADWALLADER GEORGE BRIAN and WILLIAM ARTHUR MAHANY, solicitors (Brian & Mahany), Plymouth. Dec. 31. The practice will in future be carried on by the said Cadwallader George Brian.

ARTHUR SADLER LEIGHTON and JAMES WILLIAM ALDOUS, solicitors (Leighton & Aldous), Ipswich. Dec. 31.

THOMAS NOEL ROBINSON WEDDAU and NORMAN ELLIOTT, solicitors (Weddau & Elliott), Leeds. Dec. 31. [Gazette, Jan. 18.]

General.

Lord Field died at Bognor on Wednesday evening last from bronchitis, at the age of ninety-three years. He commenced life as a solicitor, and was only called to the bar when thirty-seven years of age. We hope next week to say something as to his career.

A copy of the late Mr Watts' fresco in Lincoln's-inn Hall, "Justice, the Hemicycle of Law Givers," painted by Mr. Niels M. Lund, who was commissioned by the Benchers of Lincoln's-inn to execute the work, will shortly be hung in a prominent position in the Bar Library, at the Royal Courts of Justice.

It is announced that at Edinburgh, on Tuesday, Mr. Charles J. Guthrie, K.C., in the presence of a full bench of judges, presented his Majesty's commission appointing him a Senator of the College of Justice to the Lord President, and, after "passing his trials," took possession of the seat rendered vacant by the resignation of Lord Kyllachy with the title of Lord Guthrie.

A committee, comprising the Lord Chief Justice and Kennedy, Channell, and Phillimore, J.J., has, says the *Times*, been appointed to carry out the details for the rearrangement of the summer circuits, and to prepare an Order in Council in connection with the resolution recently arrived at by the judges that the Long Vacation should in future begin on the 1st of August and end on the 11th of October, instead of the 13th of August and the 23rd of October respectively, as at present.

In addressing the grand jury at the Carmarthenshire Assizes, on Tuesday, says the *Daily Mail*, Mr. Justice Bray said he could wish sometimes that Welshmen who got into the witness-box in civil cases would be a little more truthful. So far he had tried two cases on that circuit; and in the first of them—at Haverfordwest—there was flat perjury on one side or the other. At Lampeter, also, he had a case where one of the parties had deliberately falsified documents to make them appear in his favour.

The Bill relating to courts-martial, which was discussed by the Council of Ministers on the 17th inst., says a telegram from Paris published in the *Times*, provides that a civilian examining magistrate shall investigate felonies or misdemeanours alleged to have been committed by soldiers. Misdemeanours will be tried by military authorities, assisted by a civilian judge. Felonies will be submitted to six military men acting as a jury, and the decision of the court will be read by a judge of the Court of Appeal, who will direct the trial. Finally, a Court of Appeal, composed of four military judges and of a councillor as president, will be organized, having always a civil magistrate from the Public Prosecutor's office attached to it.

Tuesday being the Grand Day of Hilary Term at Gray's-inn, the Treasurer (Mr. Reader Harris, K.C.) and the Masters of the Bench entertained at dinner the following guests: Lord Justice Fletcher Moulton, Mr. Justice J. C. Lawrence, Mr. Justice Joyce, the Bishop of Bristol, Sir Martin Conway, Judge Smyly, K.C., Mr. R. S. Mitford, C.B., the Mayor of Holborn (Mr. W. D. Rawlins, K.C.), Mr. E. J. Bristow, Mr. J. F. S. Gooday, and Mr. A. Shirley Benn. The Benchers present in addition to the Treasurer were: Mr. M. W. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Barnard, K.C., Mr. Edward Clayton, Mr. Arthur Gill, Mr. Vesey Knox, K.C., Mr. J. R. Atkin, K.C., with the Preacher, the Rev. R. J. Fletcher, B.D.

Mr. T. G. Tyler, a well-known and popular Birmingham solicitor, was, says the *Times*, found in his office on Monday last in an unconscious condition. He was suffering from a bullet wound in the head, and a revolver with only one chamber discharged was found on his knee. He was removed to the General Hospital, where he still lies in a very critical condition. It became known in Birmingham on Thursday evening that a receiving order in bankruptcy had been made against Mr. Tyler. It is supposed that this fact had preyed upon his mind and led to the attempt upon his life. Mr. Tyler, who was a bachelor, was admitted as a solicitor in 1879. For some years he practised in partnership with Mr. H. G. Tanner, but this was dissolved, and afterwards he was a member of the firm of Tyler & Deighton. Mr. Tyler was well known in sporting circles, and was frequently seen in the hunting field.

At a meeting of the Corporation of the City of London, last week, the Remembrancer reported that he had received a telegram from Lord Knollys intimating that the King, who would be accompanied by the Queen, would open the new Sessions House in the Old Bailey, on Wednesday, the 27th of February. The time was not mentioned, but, to judge from previous conversation, it might be about half past twelve o'clock. The communication was referred to the City Lands Committee, who are making the arrangements for the ceremonial.

During the speech to the jury of the counsel for the plaintiff in a recent case in the King's Bench Division there were, says the *Daily Mail*, several little passages of arms with the counsel for the defendant. Mr. Justice Lawrence (after several interruptions): "Dear me, dear me! Let us get on. Mr. B— has only got to say something, and you two have ten minutes' argument together. (To Mr. P—) Let us finish with the jury, and then you can take Mr. B—to some private and convenient place and have it out together." Mr. P— thereupon concluded his speech within a minute and a half.

Mr. B. Fossett Lock, the hon. secretary of the Selden Society, writes to the *Times* as follows: "Many of your readers will, I am sure, be interested in the American tribute to the learning and reputation of the late Professor Maitland, information of which is conveyed in the following extract from a letter of Professor Cross, of Harvard, which reached me this morning. He writes: 'The loss of Maitland has caused me much sorrow. At the time of his death four invitations were on their way across the ocean asking him to lecture in October, 1907, at the Lowell Institute, Boston, at Harvard, and at the Universities of Columbia and Chicago. A few days before his death the Harvard Law Faculty voted to award him the Ames prize (£80) and medal for the best legal work produced during the last five years. I deeply regret that he died before receiving these tokens of American appreciation of his services to learning.'"

The judicial members of the House of Lords, when they resume their sittings, will, says a writer in the *Globe*, have a list of fifteen appeals to dispose of. England supplies eleven cases, Scotland three, and Ireland only one. Among the English appeals are *Daily Express (Limited) v. Nordheim*, *Dukhyi v. Labouchere*, *Mersey Docks and Harbour Board v. Owners of Steamship Marpesa*, *Great Western Railway Co. v. S. Pearson & Son (Limited)*, and *Electrical Powers Storage Co. (Limited) v. Patent Exploitation (Limited)*. The Scottish cases are *De Praet v. Provost, & Co. of Partick*, *Clippens Oil Co. v. Edinburgh and District Water Trustees*, and *Reid Newfoundland Co. v. Bay of Islands Slate Syndicate*. In the one appeal from Ireland—appeals from the Green Isle have become exceedingly rare in recent years—the appellant is officially described as a "pauper." Five cases, including *Attorney-General v. London County Council and Caledonian Railway Co. v. Corporation of the City of Glasgow*, stand for judgment.

At the West London police-court on Tuesday, in the case of some persons charged with attempting to pick pockets, the case for the prosecution having been closed, the detective inspector informed the magistrate that there were previous convictions against the prisoners. The solicitor for the prisoners protested against that statement being made before the case was finished. It was uttered, he added, in the vain hope of prejudicing the magistrate. The case was a very good illustration of the undoubted fact that if a man had been in trouble it were wiser for him not to walk about the streets at all. Apart from the uncorroborated testimony of the detective officer, who knew the men, there was no evidence against the accused. Mr. Garrett, the magistrate, said there was no class of work with which a magistrate dealt which entailed more anxious responsibility than such charges as the one before the court. Nearly everything depended on the character of the accused, and he was bound to say that certain documents giving the prisoners' convictions were thrust on his notice before the case was over. He at once pushed them from him, and he must say that it was most improper that any information should be given about the previous history of the accused until the whole case was concluded.

In *Re Wright, Whitworth v. Wright* (1906, 2 Ch. 288, 75 L. J. Ch. 500), it was held, says "M. G. D." in the *Law Quarterly Review*, by Buckley, J., following a decision of Farwell, J., in preference to a decision of Kekewich, J., that no question of election was raised by reason of the invalidity of certain gifts by will which were, or were assumed to be, in breach of the rule against perpetuities, and the decision is no doubt reported on that account. Some of these gifts were certainly bad, as infringing the rule, but one of them, assumed all through, and without argument decided, to be void, appears to have been perfectly good. According to the report, under a settlement made in 1871, W. had a testamentary power of appointment over the settlement fund amongst her issue, and she by her will appointed part of the fund to her son by name at twenty-five, he being at the date of her death more than twenty-two. Buckley, J., decided, incidentally, and it would seem *per incuriam*, that this gift infringed the rule. But evidently the gift could not fail to take effect, if it took effect at all, within the prescribed period. And it can be read into the settlement so as to satisfy the common test suggested by Lord St. Leonards (*Sugd. Pow.* (8th ed.), p. 396, pl. 6) and by Mr. Jarman. There has been noticeable of late years a tendency to magnify the importance of this test (which is really nothing more than a process of verification), and even to treat it as involving the insertion in the principal instrument of the precise words of the ancillary instrument. But, as was pointed out by Joyce, J., in *Re Thompson, Thompson v. Thompson* (1906, 2 Ch. 190, 75 L. J. Ch. 599), that is not the proper way of applying the test: thus to apply it is indeed *haerere in verborum*. Moreover, *Re Thompson* is a direct authority, if authority be needed, in favour of the validity of the gift in question.

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			
	EMERGENCY ROTA.	APPEAL COURT No. 2.	MR. JUSTICE KEENEWICH.	MR. JUSTICE JOYCE.
Monday, Jan.	28 Mr. Carrington	Mr. Bixham	Mr. Theod	Mr. Leach
Tuesday	29 Pemberton	Borror	Goldschmidt	Greswell
Wednesday	30 Church	Borror	Theod	Leach
Thursday	31 King	Borror	Goldschmidt	Greswell
Friday, Feb.	1 Beal	Borror	Theod	Leach
Saturday	2 Farmer	Borror	Goldschmidt	Greswell

Date.	MR. JUSTICE SWINFER EADY. MR. JUSTICE WARRINGTON. MR. JUSTICE NAVILLE. MR. JUSTICE PARKER.			
	MR. KING	MR. PEMBERTON	MR. FARMER	MR. BORROR
Monday, Jan.	28 Mr. King	Mr. Pemberton	Mr. Farmer	Mr. Borror
Tuesday	29 Church	Carrington	Beal	Bixham
Wednesday	30 King	Pemberton	Farmer	Greswell
Thursday	31 Church	Carrington	Beal	Greswell
Friday, Feb.	1 King	Pemberton	Farmer	Leach
Saturday	2 Church	Carrington	Beal	Theod

COURT OF APPEAL.

HILARY SITTINGS, 1907.

(Continued from p. 197.)

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1906.

Gent v Gent appl of plttf from judgt of Mr Commissioner Pickford, KC, dated July 27, 1906, with a common jury, Durham Aug 11
Gent v Gent appl of debt from judgt of Mr Commr Pickford, KC, and a common jury, Durham (advanced by order) Sept 6
Attorney-General v The Great Northern, Piccadilly, and Brompton Ry appl of Attorney-General from judgt of Mr Justice Walton, dat-d July 27, 1906 Aug 13
Smith & Co v Traill appl of debt from judgt of Justices Ridley and Darling, dated Aug 8, 1906 Aug 11
Lewes Sanitary Steam Laundry Co ld v Barclay & Co appl of debts from judgt of Mr Justice Kennedy, dated July 26, 1906, without a jury Aug 16
Salt Union ld v Brunner, Mond, & Co ld appl of plttf from judgt of The Lord Chief Justice, dated Aug 10, 1906, without a jury, Middlesex Aug 16
Moel Tryvan Ship Co ld v Kruger & Co appl of debts from judgt of Mr Justice Phillimore, dated Aug 9, 1906 Aug 15
Adams v The Marylebone Boro Council appl of plttf from judgt of Justices Ridley and Darling, dated Aug 9, 1906 Aug 17
Leadbitter and ors v Marylebone Boro Council appl of plttfs from judgt of Justices Ridley and Darling, dated Aug 9, 1906 Aug 17
J M Irvine (trading, &c) v North and South Wales Bank ld appl of debts from judgt of Mr Justice Bray, dated Aug 8, 1906, without a jury, Middlesex Aug 18
Charles Wells v Tom Hughes (District Loan Co, clmts) appl of plttfs from judgt of Justices Ridley and Darling, dated Aug 10, 1906 Aug 20
Richardson and ors v Graham ld appl of debts from judgt of Mr Commr Pickford, KC, dated Aug 8, 1906 (special jury), Durham Aug 20
J Altman v The Drovers Benevolent Institution appl of debts from judgt of Mr Justice Bray, dated Aug 10, 1906, without a jury, Middlesex Aug 21
W H Stott & Co ld v A E White & Co appl of debts from judgt of The Hon Judge Taylor, KC, Court of Passage, Liverpool, dated Aug 10, 1906 Aug 21
Morten & Paterson and anr v Dyson, Smith & Marchant appl of debts from judgt of Justices Ridley and Darling, dated Aug 10, 1906 Aug 25
The Pretoria Pietersburg Ry Co ld v Elisha Elwood (Surveyor of Taxes) and Elisha Elwood v The Pretoria Pietersburg Ry Co ld (Revenue Side) appl of applt Co from order of Mr Justice Walton, dated Aug 10, 1906 Aug 29
McDougall & Bouthron ld v London and India Docks Co appl of debts from judgt of Mr Justice Walton, dated Aug 11, 1906, without a jury, Middlesex, and cross notice by plttfs, dated Oct 24, 1906 Aug 30
Page, Son, & East ld v London and India Docks Co appl of debts from judgt of Mr Justice Walton, dated Aug 11, 1906, without a jury, Middlesex, and cross notice by plttfs, dated Oct 14, 1906 Aug 30
J N Lister v R Hoosen appl of plttf from judgt of Mr Justice Grantham, dated July 25, 1906, without a jury, Yorkshire, WR Aug 31
The Gramophone and Typewriter ld v Josiah Walter Stanley, Surveyor of Taxes (Revenue Side) appl of respt from order of Mr Justice Walton, dated Aug 10, 1906 Sept 3
Gingell, Son, & Foskett ld v The Stepney Borough Council appl of debts from judgt of Mr Justice Swinfen Eady (additional judge), dated July 10, 1906 Sept 13
De Beauvais v Green appl of debt from judgt of Mr Justice Lawrence dated July 6, 1905 Oct 8
Austin v Woodman appl of debt from judgt of Mr Justice Grantham, dated Aug 9, 1906, non-jury, Leeds Oct 22
Woolnough v Dunk appl of debt from judgt of Justices Ridley and Darling, dated Aug 10, 1906 Oct 29
Pymant v Marten appl of plttf from judgt of Mr Justice Phillimore, dated Aug 10, 1906 (Commercial List), Middlesex Nov 1

Waddle (Appl) v Guardians of Sunderland Poor Law Union (Respts) appl of applt from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Oct 26, 1906 Nov 8
Herbert Morris & Bastert ld v Mayor, &c of the Borough of Loughborough appl of plttfs from judgt of Mr Justice Bigham, dated Oct 26, 1906 Nov 8
Cardiff Union and ors (Applts) v Taff Vale Ry Co (Respts) appl of Applts from judgt of Mr Justice Bigham, dated July 6, 1906 Nov 12
Edmund and ors v Martell (Spinster) appl of debt from judgt of Mr Justice Sutton, dated Oct 31, 1906, and cross-notice by plttf, dated Dec 15, 1906 Nov 12
The King v The Justices of Southampton (expte Thoys & Bryans) appl of Thoys & Bryans from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Oct 29, 1906 Nov 13
Mansfield and ors v Reef appl of debt from judgt of the Lord Chief Justice, dated Aug 9, 1906, without a jury, Middlesex Nov 13
Elae v Brackenbury appl of debt from judgt of Mr Justice Sutton, dated Aug 31, 1906, without a jury, Middlesex Nov 14
Page v Howell appl of debt from judgt of the Lord Chief Justice and Mr Justice Darling, dated Nov 14, 1906 Nov 17
Winstanley (Appl) v Overseers of the Poor of the Township of North Manchester (Respts) appl of respts from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Nov 5, 1906 Nov 19
Royal Bank of Canada v Powell Bros & Co appl of debts from judgt of Mr Justice Grantham, dated Nov 7, 1906, jury discharged, Middlesex Nov 20
Jonas (Appl) v The Churchwardens and Overseers of the Parish of St Dunstan's in the West (R-spts) appl of applt from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Oct 27, 1906 Nov 20
Douglas (Appl) v Smith (R-spt) appl of applt from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Nov 7, 1906 Nov 20
In the Matter of G J Vanderpump, a solr, and In the Matter of the Solicitors Act, 1888 appl of G J Vanderpump from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Nov 7, 1906 Nov 21
Couchman and anr (Applts) v Lewisham Borough Council (Respts) appl of applts from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Oct 30, 1906 Nov 22
In the Matter of the Arbitration Act, 1889, and in the Matter of an Arbitration between Horton (Clmt) and the Colwyn Bay and Colwyn Urban District Council (R-spts) appl of clmt from judgt of Mr Justice Bigham on special case, dated Nov 13, 1906 Nov 26
Prior v Johanning & Co appl of debts from judgt of Mr Justice Channell, dated Nov 2, 1906, without a jury, Middlesex Nov 27
The King v The Local Government Board (expte Street) appl of J H Street from judgt of The Lord Chief Justice and Mr Justice Darling, dated Nov 15, 1906 Nov 28
Isaac v Burnard appl of plttf from judgt of Mr Justice Darling, dated Nov 17, 1906, Middlesex Nov 28
McDiarmid v Kolckmann & Co appl of plttf from judgt of Mr Justice Darling, dated Nov 23, 1906, without a jury, Middlesex Nov 30
Western Wagon and Property Co ld v Wilmshurst and ors appl of debts Wilmshurst and Chandler from judgt of Mr Justice Bigham, dated Nov 20, 1906, without a jury, Middlesex Dec 3
In the Matter of John Morris and ors, Solrs, &c appl of Wyler from judgt of Mr Justice Bucknill, dated Nov 27, 1906 Dec 11
Grace (trading as H & E Lea) v Farmer & Sons appl of plttf from judgt of Mr Justice Bucknill, dated Nov 28, 1906, without a jury, Middlesex Dec 13
The King v The Commrs of Inland Revenue (expte Silvester) appl of Silvester from judgt of The Lord Chief Justice and Mr Justice Darling, dated Nov 15, 1906 Dec 14
Emanuel and ors v Lyman appl of debt from judgt of Mr Justice Channell, dated Nov 26, 1906, without a jury, Middlesex Dec 15
Smith & Co ld v Marshall and anr appl of debts from judgt of Mr Justice A T Lawrence, dated Dec 6, 1906, jury discharged, West Division, County of Lancaster Dec 20
Macbeth & Co ld v The Maritime Inace Co ld appl of plttfs from judgt of Mr Justice Walton, dated Nov 12, 1906, without a jury, Middlesex Dec 24

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

FOR HEARING.

With Nautical Assessors.

(Final List.)

1905.

Oravia—1904—Folio 438 The Owners of the Steamship Nereus and the Owners of the Cargo now or lately laden therein v The Owners of the Steamship Oravia appl of debts from judgt of Mr Justice Barnes, dated Feb 1, 1905 Feb 24
Cambrian Monarch—1904—Folio 509 The Clyde Shipping Co ld and ors v The Owners of the Cambrian Monarch, her cargo and freight appl of plttfs from judgt of the President and Mr Justice Bargrave Deane, dated April 5, 1905 May 4
Chaucer—1905—Folio 213 The Owners of Steamship Highland Mary v The Owners of Steamship Chaucer (damage) appl of plttfs from judgt of Mr Justice Bargrave Deane, dated April 15, 1905 May 10
Alleghany—1905—Folio 124 The Owners of Steamship Stelling and freight v The Owners of Steamship Alleghany and freight (damage) appl of debts from judgt of the President, dated May 11, 1905 May 26

1906.

- Vestal**—1905—Folio 381 The General Steam Navigation Co ld and ors v The Owners of the Steamship or Vessel Vestal (damage) appl of pliffs from judgt of Mr Justice Bargrave Deane, dated Jan 23, 1906, and cross-notice by defts, dated Feb 2, 1906, to vary judgt Jan 30
- Clan Cumming**—1905—Folio 337 The Owners of Steamship Chatham and ors v The Owners of Steamship Clan Cumming and her freight (damage) appl of defts from judgt of the President, dated Dec 9, 1905 Feb 5
- Tactician**—1905—Folio 427 Owners of SS Leander v Owners of SS Tactician (damage) appl of defts from judgt of Mr Justice Bargrave Deane, dated Jan 16, 1906 Feb 19
- Petulina**—1906—Folio 50 Owners of SS Domingo v Owners of SS Petulina (salvage) appl of pliffs from judgt of Mr Justice Bargrave Deane, dated Feb 28, 1906 March 6
- Bremen**—1905—Folio 458 Owners of SS Lucigen v Owners of SS Bremen (salvage) appl of pliffs from judgt of Mr Justice Bargrave Deane, dated Feb 28, 1906 March 7
- Anselm**—1905—Folio 457 The Owners of a portion of cargo lately laden on board the Steamship Cyril v The Owners of Steamship Anselm (damage) appl of pliffs from judgt of Mr Justice Bargrave Deane, dated March 28, 1906 April 9
- Cairnavon**—1906—Folio 400 Owners of SS Whitby v Owners of SS Cairnavon appl of pliffs from judgt of Mr Justice Bargrave Deane, dated April 9, 1906 June 12
- Thetis**—1906—Folio 328 Owners of SS Snipe v Owners of Barque Thetis (damage) appl of pliffs from judgt of Mr Justice Bucknill, dated June 22, 1906 July 18
- Bellanoch**—1906—Folios 8 and 146 (consolidated) Owners of SS Canning v Owners of SS Bellanoch appl of pliffs from judgt of the President, dated July 2, 1906 July 20
- Duchesse-de-Berry**—1906—Folio 247 The Owners of SS Waterland v Owners of SS Duchesse-de-Berry appl of pliffs from judgt of Mr Justice Bargrave Deane July 30
- Crusader**—1905—Folio 418 Clarke, Young & Co v The Owners of the Steamship Crusader, her cargo and freight appl of the pliffs from judgt of the President, dated Nov 9, 1906 Dec 6

Without Nautical Assessors.

(Final List.)

- Hopper No 66**—1906—Folio 34 (1905—J—2,364 Liverpool) Sir John Jackson ld v The Owners of SS Blanche and ors appl of pliffs from judgt of Mr Justice Bargrave Deane, dated Dec 21, 1905 Jan 17
- Hibernian**—1906—Folio 142 Tasker & Co v Allan Bros & Co appl of pliffs from judgt of the Divisional Court, dated May 16, 1906 May 25
- Andre Theodore**—1905—Folio 37 Louvet and ors v Proceeds of Sale of the Sailing Vessel Andre Theodore (wages) appl of pliffs from judgt of Mr Justice Bargrave Deane, dated May 14, 1906 July 3
- Manor**—1906—Folio 278 The Manor SS Co ld v The Dowgate SS Co ld (possession) appl of defts from judgt of Mr Justice Bargrave Deane, dated Aug 11, 1906 Aug 28
- Vassilakis**—1905—Folio 255 Mango Doread & Co v The Owners of Steamship Vassilakis (necessaries) appl of defts from judgt of Mr Justice Bargrave Deane, dated Aug 11, 1906 Aug 28
- Kate**—1906—Folio 231 Bellamy's Wharf ld, Owners of the Barque Kate and Owners of her cargo (Pliffs) and the London and India Docks Co (Defts) and the Tyser Line ld, third parties (damage) appl of defts against third parties from judgt of Mr Justice Bargrave Deane, dated July 30, 1906 Aug 29
- Commonwealth**—1902—Folio 409 The Owners of the Schooner Welsh Girl and ors v Owners of Steamship Commonwealth appl of the Dee Ship-owners Mutual Ince Assoc ld from judgt of Mr Justice Bargrave Deane, dated April 11, 1906, and July 16, 1906 Dec 4

FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1906.

- Harrod v Bucknall Steamship Lines ld Warren v Same** (consolidated actions) appl of defts for judgt or new trial on appl from verdict and judgt, dated Feb 14, 1906, at trial before Mr Justice Lawrence Feb 22
- Murray v Bushell** appl of pliff for judgt or new trial on appl from verdict and judgt, dated Feb 16, 1906, at trial before Mr Justice A T Lawrence and a special jury, Middlesex (s o for appointment of legal representatives, May 18, 1906) March 7
- Manning v London and North-Western Railway Co** appl of pliff for judgt or new trial on appl from verdict and judgt, dated Feb 5, 1906, at trial before Mr Justice Bray and a special jury, Manchester March 9
- Sewell v Nat Telephone Co ld** appl of pliff for judgt or new trial on appl from verdict and judgt, dated March 14, 1906, at trial before Mr Justice Ridley and a special jury, Middlesex March 21
- Trueman v Williams and ors** appl of pliff for judgt or new trial on appl from verdict and judgt, dated March 22, 1906, at trial before Mr Justice A T Lawrence and a special jury, Cardiff (security ordered) April 12
- Mitchell v Pollard** appl of pliff for judgt or new trial on appl from verdict and judgt, dated April 2, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex April 18
- Furniss v Cambridge Daily News ld and Taylor** appl of pliff for judgt or new trial on appl from verdict and judgt, dated May 2, 1906, at trial before Mr Justice Lawrence and a special jury, Middlesex May 15
- McManus v Fortescue & Branson** appl of deft for judgt or new trial on appl from verdict and judgt, dated May 14, 1906, at trial before Mr Justice Phillimore and a special jury, Middlesex May 22

- Edmondson v Birch & Co ld** appl of defts for judgt or new trial on appl from verdict and judgt, dated May 30, 1906, at trial before Mr Justice Lawrence and a special jury, Middlesex June 2
- Wood (Widow) v East Ham District Council** appl of pliff for judgt or new trial on appl from verdict and judgt, dated May 24, 1906, at trial before The Lord Chief Justice and a special jury, Middlesex June 7
- Good v Kempson** appl of pliff for judgt or new trial on appl from verdict and judgt, dated May 28, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex June 8
- Helsby v Oliver Typewriter Co ld and A H Gardiner Pfeuninger v Same** appl of pliffs for judgt or new trial on appl from verdict and judgt, dated April 27, 1906, at trial before Mr Justice Bray and a special jury, Salford Division of County of Lancaster (consolidated by order) June 8
- Grant v Mouillot** appl of deft for judgt or new trial on appl from verdict and judgt, dated May 28, 1906, at trial before Mr Justice Phillimore and a special jury, Middlesex June 9
- Lanning v Davy & Salter** appl of defts for judgt or new trial on appl from verdict and judgt, dated June 18, 1906, at trial before Mr Justice Darling and a common jury, Middlesex June 28
- Bruce v T A Welton and anr** appl of pliff for judgt or new trial on appl from verdict and judgt, dated May 23, 1906, at trial before Mr Justice Phillimore and a special jury, Middlesex July 10
- D D Williams and Ellen Williams, his wife v Talsarn Salt Quarries ld** appl of defts for judgt or new trial on appl from verdict and judgt, dated June 11, 1906, at trial before Mr Justice Sutton and a common jury, Carnarvon July 11
- H A Hope v Sir W C Leng & Co (Sheffield Telegraph Co ld)** appl of defts for judgt or new trial on appl from verdict and judgt, dated June 22, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex July 11
- White v Thomas** appl of deft for judgt or new trial on appl from verdict and judgt, dated July 6, 1906, at trial before Mr Justice Ridley and a special jury, Lewes July 20
- Loosemore v Murch** appl of pliff for judgt or new trial on appl from verdict and judgt, dated July 2, 1906, at trial before the Lord Chief Justice and a special jury, Exeter July 24
- Allen (trustee of Property of H. Goldblatt, a bankrupt) v Max Fisher** appl of pliff for judgt or new trial on appl from verdict and judgt, dated July 12, 1906, at trial before Mr Justice Bigham and a special jury, Middlesex July 24
- Mitchell v Allen and anr** appl of defts for judgt or new trial on appl from verdict and judgt, dated July 7, 1906, at trial before Mr Justice A T Lawrence and a common jury, Winchester July 26
- Lloyd's Banking Co ld v Cooke and ors** appl of pliffs for judgt or new trial on appl from verdict and judgt, dated July 13, 1906, at trial before Mr Justice Lawrence and a special jury, Hertford Aug 1
- Scott and ors v Marshall and anr** appl of pliffs for judgt or new trial on appl from verdict and judgt, dated July 17, 1906, at trial before the Lord Chief Justice and a special jury, Middlesex Aug 1
- Farley v Martin & Co** appl of defts for judgt or new trial on appl from verdict and judgt, dated July 31, 1906, at trial before the Lord Chief Justice and a special jury, London Aug 1
- Jones v Lancashire and Yorkshire Ry Co** appl of defts for judgt or new trial on appl from verdict and judgt, dated July 31, 1906, at trial before Mr Justice Bray and a special jury, West Derby Division of the County of Lancaster Aug 8
- Laurance v Notaras** appl of deft for judgt or new trial on appl from verdict and judgt, dated July 31, 1906, at trial before Mr Justice Ridley and a special jury, Middlesex Aug 9
- Fairbrass v Coplans** appl of deft for judgt or new trial on appl from verdict and judgt, dated July 16, 1906, at trial before Mr Justice Ridley and a common jury, Middlesex Aug 10
- Glinsereetti v Rickards** appl of deft for judgt or new trial on appl from verdict and judgt, dated July 31, 1906, at trial before Mr Justice Phillimore and a common jury, Middlesex Aug 10
- Hoyes and anr v Lady Tate and ors** appl of defts for judgt or new trial on appl from verdict and judgt, dated Aug 9, 1906, at trial before Mr Justice Lawrence and a special jury, Middlesex Aug 13
- J Jones and ors v Simpson SS Co ld** appl of defts for judgt or new trial on appl from verdict and judgt, dated Aug 9, 1906, at trial before Mr Justice Sutton and a special jury, Glamorgan Aug 21
- Hodges & Walliker ld v The Barry Ry Co** appl of defts for judgt or new trial on appl from verdict and judgt, dated July 28, 1906, at trial before Mr Justice Sutton and a special jury, Glamorgan Aug 22
- H Moulis v O Owen** appl of deft for judgt or new trial on appl from verdict and judgt, dated Aug 2, 1906, at trial before Mr Justice Darling and a common jury, Middlesex Aug 23
- Macdonald v John Booth & Son** appl of defts for judgt or new trial on appl from verdict and judgt, dated Aug 17, 1906, at trial before Mr Justice Grantham and a special jury, Leeds Aug 25
- J Nelson & Sons ld v Nelson Line (Liverpool) ld** appl of defts for judgt or new trial on appl from verdict and judgt, dated Aug 11, 1906, at trial before Mr Justice Bray and a special jury, Middlesex Aug 27
- L Gueret ld v Locketts Merthyr Collieries (1894) ld** appl of defts for judgt or new trial on appl from verdict and judgt, dated Aug 7, 1906, at trial before Mr Justice Sutton and a special jury, Glamorgan (Commercial List) Aug 29
- Pardoe and Wife v Skellern** appl of pliff for judgt or new trial on appl from verdict and judgt, dated Aug 7, 1906, at trial before Mr Justice Bigham and a common jury, Birmingham Oct 24
- William v Baron Swansea** appl of deft for judgt or new trial on appl from verdict and judgt, dated Aug 9, 1906, at trial before Mr Justice Jelf and a special jury, Swansea Oct 24

Burr v Theatre Royal, Drury Lane ld appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 5, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex Nov 10

Dunlop Rubber Co ld v Kleinworth, Sons, & Co appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 6, 1906, at trial before Mr Justice Channell and a special jury, Middlesex Nov 16

Hansen v Dixon appln of deft for judgt or new trial on appl from verdict and judgt, dated Nov 9, 1906, at trial before Mr Justice Bray and a common jury, Middlesex Nov 16

Wrampling v Penfold appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 13, 1906, at trial before Mr Justice Jelf and a common jury, Middlesex Nov 20

Thompson v Lane appln of plttf for judgt or new trial on appl from verdict and judgt, dated Oct 30, 1906, at trial before Mr Justice Bray and a common jury, Middlesex (security ordered) Nov 20

Dessau v Reddaway appln of deft for judgt or new trial on appl from verdict and judgt, dated Nov 5, 1906, at trial before Mr Justice Bigham and a special jury, Middlesex Nov 22

McMillan v The Lancashire and Yorkshire Savings Investment Corp'n ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 12, 1906, at trial before Mr Justice A T Lawrence and a special jury, Salford Division of Lancaster Nov 26

J Thorley ld v Orohis Steamship Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 21, 1906, at trial before Mr Justice Channell and a special jury, Middlesex Nov 27

Booth v Grundy & Son appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 15, 1906, at trial before Mr Justice A T Lawrence and a common jury, Salford Division of Lancaster Nov 30

Paterson v Poole & Robinson appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 23, 1906, at trial before Mr Justice Channell and a common jury, Middlesex Dec 1

Delap and anr v Codd appln of deft for judgt or new trial on appl from verdict and judgt, dated Nov 26, 1906, at trial before Mr Justice Channell and a special jury, Middlesex Dec 4

Shipway v London and District Motor Bus Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 30, 1906, at trial before Mr Justice Bucknill and a common jury, Middlesex Dec 4

Barter v Grant appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 22, 1906, at trial before Mr Justice Bigham and a special jury, Middlesex Dec 4

Barter v Grant appln of deft for judgt or new trial on appl from verdict and judgt, dated Nov 22, 1906, at trial before Mr Justice Bigham and a special jury, Middlesex Dec 6

Topkayan v New York Life Inace Co appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 21, 1906, at trial before Mr Justice Darling and a special jury, London (security ordered) Dec 10

United Reefs Sheba ld v Harvey appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 6, 1906, at trial before Mr Justice Darling and a special jury, Middlesex Dec 12

Same v Henwood appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 6, 1906, at trial before Mr Justice Darling, without a jury, Middlesex Dec 12

Southern v Thomas Same v Skyrme appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 3, 1906, at trial before Mr Justice Bigham and a special jury, Middlesex Dec 15

Malone v Laskey and anr appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 30, 1906, at trial before Mr Justice Darling and a common jury, Middlesex Dec 15

Burton v Companies Registration Agency appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 7, 1906, at trial before Mr Justice Bucknill and a common jury, Middlesex Dec 15

Virgo and anr v Whitbread & Co ld appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 28, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 15

Christopher and anr v White, Leachman, and Workman appln of defts White and Workman for judgt or new trial on appl from verdict and judgt, dated Dec 7, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 17

Norwegian African Co ld v Wilcken & Ackermann ld appln of defts for judgt or new trial on appl from verdict and judgt dated Dec 13, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 17

Jones v Boot and Shoe Manufacturers Assoc and anr appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 17, 1906, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 18

Buckley v Morrell and anr appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 6, 1906, at trial before the Lord Chief Justice and a common jury, West Riding Division of York Dec 20

Tappin v Deely and ors appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 17, 1906, at trial before Mr Justice Bucknill and a common jury, Middlesex Dec 21

King v Minnis appln of deft for judgt or new trial on appeal from verdict and judgt, dated Dec 13, 1906, at trial before Mr Justice Darling and a common jury, Middlesex Dec 21

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1906.

Fieldings v Mainwaring (Wyon, clmt) appl of clmt from order of Mr Justice Phillimore, dated Aug 3, 1906 (s o until after trial of Probate Action, by order of Aug 10, 1906) Aug 8

The King v W Garrett, Esq, Met Police Magistrate, and the Mayor and Borough of Wandsworth appl of A C Ballard from refusal of prohibition of the Lord Chief Justice and Justices Darling and Kennedy, dated Nov 16, 1906 Nov 28

Hackney and Shepherd's Bush Empire Palaces ld v George Gray appl of deft from order of Mr Justice Bray, dated Dec 5, 1906 Dec 11

Bryne v The Société Generale de Banque and anr appl of defts The Société, &c from order of Mr Justice Bray, dated Nov 28, 1906 Dec 17

Parkins v Gingold and ors appl of plttf from order of Mr Justice Bray, dated Dec 3, 1906 Dec 21

In re The Workmen's Compensation Act, 1897.

FROM COUNTY COURTS.

1906.

James Moreton v James Reeve appl of applicant from award of County Court (Warwickshire, Birmingham), dated June 13, 1906 July 4

Handford v G Clark & Co appl of respts from award of County Court (Durham, Sunderland), dated July 25, 1906 (remitted to County Court) Aug 8

Southward (Widow) v Oxhey's Cotton Spinning and Manufacturing Co ld appl of applicant from award of County Court (Lancashire, Preston), dated Sept 4, 1906 Sept 21

Owen v Davis & Cavil appl of respts from award of County Court (Montgomeryshire, Newtown), dated Oct. 3, 1906 Oct 19

Vosper v Goring appl of applicant from award of County Court (Middlesex, Clerkenwell), dated Oct 26, 1906 Nov 14

Rimmer v Premier Gas Engine Co, ld appl of respondents from award of County Court (Chester, Birkenhead), dated Oct 31, 1906 Nov 19

Mynett v Houghton Main Colliery Co, ld appl of applicant from award of County Court (Yorkshire, Barnsley), dated Nov 9, 1906 Nov 22

Mary Ann Skelton (married woman) v Read Bros appl of applicant from award of County Court (Lancashire, Liverpool), dated Nov 16, 1906 Nov 28

Littler v Salt Union ld appl of respt from award of County Court (Cheshire, Runcorn), dated Nov 13, 1906 Dec 3

Owen v Davies & Cavil appl of applicant from award of County Court (Montgomeryshire, Newtown), dated Nov 14, 1906 Dec 5

Waring (Widow) and ors v Leeds and Liverpool Canal Co appl of respts from award of County Court (Lancashire, Blackburn), dated Nov 19, 1906 Dec 6

Whittome v Hoskin (trading as J Hoskin) appl of respt from award of City of London Court, dated Nov 26, 1906 Dec 8

Rigby v The Oceanic Steam Navigation Co ld appl of applicant from award of County Court (Lancashire, Liverpool), dated Nov 20, 1906 Dec 14

De Munnick v Peterson appl of applicant from award of County Court (Lancashire, Liverpool), dated Nov 30, 1906 Dec 14

Williams v The Ocean Coal Co ld appl of applicant from award of County Court (Glamorganshire, Pontypridd), dated Nov 30, 1906 Dec 17

Tate v Birkett appl of applicant from award of County Court (Cheshire, Stockport), dated Nov 30, 1906 Dec 20

Fisher v The Barry Ry Co appl of respts from award of County Court (Glamorganshire, Barry), dated Dec 4, 1906 Dec 24

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals, &c, set down to Dec 23, 1906

Winding-up Notices.

London Gazette.—FRIDAY, JAN. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACTON AND CHISWICK PUBLISHING STENOGRAPHS, LIMITED—Petn for winding up, presented Jan 17, directed to be heard on Jan 20. Claremont & Haynes, Bloomsbury sq, solrs for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

CHARLES BINKS, LIMITED—Petn for winding up, presented Jan 12, directed to be heard at County Court House, St Peter's gate, Nottingham, on Feb 15, at 12 o'clock. Wright, Nottingham, solr for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 14

GAYTON & SON, LIMITED—Petn for winding up, presented Jan 17, directed to be heard Jan 20. Joseph, Fore st, Moorgate st, solr for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

KENT COUNTY GAS LIGHT AND COKE CO, LIMITED—Petn for winding up, presented Dec 8, directed to be heard Jan 20. Sims, Devonshire chambers, Bishopsgate, solr for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

JAMES C. HUDSON, LIMITED—Creditors are required, on or before Feb 25, to send in their names and addresses, and the particulars of their debts or claims, to George Rimmerman, 28, King st, Chapside, liquidator

LANCASTER ELECTRICITY SUPPLY CO, LIMITED—Petn for winding up, presented Jan 7, directed to be heard at the Court House, County Police Buildings, Blaenau Ffestiniog, on Feb 7, at 10. Chamberlain & Johnson, Llanudno, solrs for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

PORTMAN'S, LIMITED—Creditors are required, on or before Feb 7, to send their names and addresses, and the particulars of their debts or claims, to Alexander Constantine Hutchins, 11, Pancras ln, Queen st, liquidator

SAMUEL WILLIAMS & SONS, LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses and the particulars of their debts or claims, to W. S. Post, 31, Ironmonger ln, liquidator

COUNTY PALATINE OF LANCASTER.

MIDDLETON AND TONGUE COTTON MILL CO, LIMITED—Petn for winding up, presented Jan 14, directed to be heard at the Assize Courts, Manchester, on Jan 26, at 10.30. Addison & Co, Manchester, solrs for petner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Jan 25

London Gazette.—TUESDAY, JAN. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAUCASUS ASPHALTE CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Geoffrey Forbes Wallace, 7, Laurence Pountney hill. Steadman & Co, Suffolk st, Pall Mall East, solicitors for liquidator

H. AND J. SYNDICATE, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Abbott, Finchbury Court House, liquidator

JOHN HOPE & CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to James Blakey, 42, Spring gdns, Manchester. Sale & Co, Manchester, solicitors for liquidator

WILD MORE STEAMSHIP CO, LIMITED—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to John Edward Darker Parker, James M. Barkley, and Robert Green, 42, Castle st, Liverpool, liquidators

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 18.

ADAMS, FRANK, Bagley In, Fulham Feb 20 White, Chancery In
ANDREWS, LINA MYERS, Sutherland av, Maida Vale Feb 15 Leighton & Savory,
Clement's inn, Strand
ARTHUR, MARGARET, Arnsdale, Westmorland March 1 Watson & Chorley, Kendal
ASTON, FREDERICK TOOKER, Gresham House, Old Broad st, Solicitor March 17 Brown,
Gresham House, Old Broad st
AZZOGLI, MICHAEL, Valetta, Malta, Ship Broker April 14 Turnbull & Tilly, West
Hartford
BANWELL, HENRY, Weston super Mare, Beehouse Keeper March 9 Baker & Co, Weston
super Mare
BELL, MARGARET SMITH, Manchester, Physician Feb 21 Jones & Payne, Manchester
BINGHAM, WILLIAM, Crowborough, Contractor Feb 16 Pearless & Co, East Grinstead
BOND, ELIZABETH HOWARD, Merton rd, 8 Wimbledon Feb 14 Robbins & Co, Strand
BOOTH, JOHN, Grimsby, Keel Owner Feb 23 Rhodes, 8 Milford
BRIDGE, JAMES SUMBRIDGE, Stanway, Essex, Farmer March 1 Surridge, Coggeshall, Essex
BROOKS, THOMAS, sen, Southampton March 2 Paris & Co, Southampton
BRIDGES, BENJAMIN, Sheffield April 1 Burdick, Bogby
BURNELL, JOSEPH, Dudley Hill, Bradford Feb 16 J & F H Richardson, Bradford
COOMER, HARRY, Brighton Feb 20 Clutton & Johnson, Little College st, Westminster
DAVIS, MARIE EMMA, Upcott st, South Bermondsey Feb 9 Driver, Warwick st, Gray's inn
DE MIRABE, LOUISA, Bournemouth Feb 25 Bircham & Co, Parliament st
DEWHURST, ALBERT, Butcher Feb 3 Goodier, Preston
DEWHURST, MARGARET ALICE, Preston Feb 2 Goodier, Preston
DONALD, JOHN, Warlock rd, Paddington Feb 18 Horton, Edgware rd
FOSTER, ROBERT GEORGE, Richmond, Seed Merchant March 1 Wilkinson & Marshall,
Newcastle on Tyne
FRANCIS, HENRY, Cliffriv, Cadroxton juxta Neath, Glam Feb 16 Cuthbertson & Powell,
Neath

Bankruptcy Notices.

London Gazette, FRIDAY, JAN. 18.

RECEIVING ORDERS.

BANHAM, ALBERT GEORGE, Diss, Norfolk, Jobmaster
Ipswich Pet Jan 15 Off Rec, 15
BOULTER, GEORGE HENRY, Launceston rd, Hornsey, Solicitor's
Clerk High Court Pet Jan 14 Off Rec, 15
BURNETT, WILLIAM ITHIEL, Godalming, Pork Butcher
Guildford Pet Jan 14 Off Rec, 15
BUTCHER, WILLIAM HENRY, Coston, Suffolk, Greengrocer
St Yarmouth Pet Jan 14 Off Rec, 15
CATCHPOLE, ARTHUR, Raydon, Suffolk, Police Constable
Ipswich Pet Jan 14 Off Rec, 15
CHEN, JOHN HENRY, Newton Heath, Manchester, Under-
taker's Manager Manchester Pet Jan 15 Off Rec, 15
CLARK, JOSE, Belgrave, Leicester, Beer Off Licence Holder
Leicester Pet Jan 16 Off Rec, 15
COLLINS, ARTHUR THOMAS, Toller, Welm, Corscombe,
Dorset, Farmer Yeovil Pet Jan 14 Off Rec, 15
COOPER, THOMAS, Leeds Leeds Pet Jan 14 Off Rec, 15
COURT, CHARLES, Bromsgrove, Motor Car Dealer Worcester
Pet Jan 14 Off Rec, 15
CROSS, HERBERT, North Cove, Suffolk, Corn Chandler Gt
Yarmouth Pet Jan 14 Off Rec, 15
EAWICKER, CHARLES EDWIN, Windsor rd, West Norwood,
Builder High Court Pet Jan 14 Off Rec, 15
ELLIS, HARRY, and ROBERT DODMAN, Kirkley, Suffolk,
Builders Gt Yarmouth Pet Jan 16 Off Rec, 15
GOWMAN, WILLIAM, Croydon, Builder Croydon Pet Jan
15 Off Rec, 15
GREEN, OSCAR FREDERICK, Eye, nr Peterborough, Baker
Peterborough Pet Jan 15 Off Rec, 15
GROVE, PETER, Pinner, Advertising Agent St Albans
Pet Jan 14 Off Rec, 15
HARTWELL, I. Chalton st, Somers Town, Draper High
Court Pet Jan 10 Off Rec, 15
HEAD, ARTHUR ERNEST, Coulsdon, Surrey, Commission
Agent Croydon Pet Jan 15 Off Rec, 15
HENDERSON, JOHN, Darlington, Farmer Stockton on Tees
Pet Dec 15 Off Rec, 11
HODGKINSON, JOSEPH HENRY, Sheffield, Hay Dealer Shef-
field Pet Jan 15 Off Rec, 15
HUNTERSTON, JOHN, Church st, Edgware rd, Glass Dealer
High Court Pet Jan 16 Off Rec, 15
ISLES, HENRY, and HAROLD DAYNES, South Shields,
Builders Newcastle on Tyne Pet Dec 22 Off Rec, 15
JAMES, JOHN, Port Talbot, Glam, Tin Plate Worker Aber-
avon Pet Jan 14 Off Rec, 15
JAY, HARRY ALFRED CAXTON, Hove, Sussex, Builder
Brighton Pet Dec 19 Off Rec, 15
JOHN, THOMAS HENRY, Gtatham, Plumber Nottingham
Pet Jan 16 Off Rec, 15
JONES, BENJAMIN, Carmarthen, Insurance Agent Carmar-
then Pet Jan 14 Off Rec, 15

LAMB, ISAAC, Burrough, Lancs, Coal Dealer Liverpool
Pet Jan 16 Off Rec, 15
LORD, JOHN, Walsall, Metal Worker Walsall Pet Jan 15
Off Rec, 15
MACKENZIE, ROBERT ANDERSON, Leeds, Grocer Leeds Pet
Jan 12 Off Rec, 15
MEPHEM, THOMAS W, Croydon, Builder Croydon Pet Dec
22 Off Rec, 15
MITCHELL, ALONZO, Scarborough, Stock and Share Broker
Scarborough Pet Nov 27 Off Rec, 11
MURPHY, ERNEST FRANK, High rd, Kilburn, Auctioneer
High Court Pet Nov 15 Off Rec, 15
NORMAN & SON, St Albans, Tailors St Albans Pet Dec
5 Off Rec, 9
PENNY, WILLIAM, Matlock, Somerset, Plumber Yeovil
Pet Jan 14 Off Rec, 15
PILLINGER, ALFRED, Abbots Leigh, Somerset, Farmer
Bristol Pet Jan 14 Off Rec, 15
ROBERTS, DAVID, Plasterer Bridge nr Ruthin, Denbigh,
Farmer Wrexham Pet Jan 3 Off Rec, 15
ROBERTS, FRANCIS, Middlebrough, Fish Dealers' Assistant
Middlebrough Pet Jan 16 Off Rec, 15
SHADWELL, HARRY WINSTANLEY, Chertsey, Medical Prac-
titioner Kingston, Surrey Pet Jan 14 Off Rec, 15
SHAW, CHARLES, Fishergate, Ferrybridge, Yorks, Poultry
Dealer Wakefield Pet Jan 14 Off Rec, 15
SMITH, EDWARD SYMONS, Cheltenham, Dealer Cheltenham
Pet Jan 14 Off Rec, 15
STEAD, JAMES, Shipley, Yorks, Fruit Dealer Bradford
Pet Jan 16 Off Rec, 15
TOWNSEND, MARY ELLEN, Litherland, Lancs, Linen Draper
Liverpool Pet Jan 16 Off Rec, 15
WEARING, ESTHER MARGARET, Wednesbury, Iron Merchant
Walsall Pet Jan 2 Off Rec, 15
WILLIAMS, BENJAMIN, and WILLIAM WILLIAMS, Dudley,
Milk Sellers Dudley Pet Jan 14 Off Rec, 15
WILLIAMS, JOSEPH, Portmadoc, Grocer Portmadoc Pet
Dec 15 Off Rec, 15
YATES, JOHN RAYCLIFFE, South Shore, Blackpool, Grocer
Preston Pet Jan 14 Off Rec, 15

FIRST MEETINGS.

AUSTIN, PETER, Nantyllyn, Maesteg, Glam, Collier
Jan 30 at 3.30 Off Rec, 117, St Mary st, Cardiff
BANKFIELD, THOMAS, West Hendford, Yeovil, Builder
Jan 29 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
BLIGH, DOMING, Wolverhampton, Butcher Jan 29 at 11.30
Off Rec, Wolverhampton
BOULTER, GEORGE HENRY, Launceston rd, Hornsey, Clerk
Jan 29 at 1 Bankruptcy bids, Carey st
BREAKELL, THOMAS, Burnley, Warehouseman Jan 22 at 11
Off Rec, 14, Chapel st, Preston
BRODIE, ERNEST ALFRED, South Blakenhall, Wolver-
hampton, Bootmaker Jan 29 at 11 Off Rec, Wolver-
hampton
BURNLEY, ROSA JANE, Darlington Feb 1 at 12.30 Off Rec,
3, Albert rd, Middlebrough

FRANKLIN, MATILDA, Bedford Feb 16 Halliley & Morrison, Bedford
GOME, MARY, Chase Side, Enfield Feb 20 Vanderpump, Enfield Town
GREEN, MARY ANNE, Moseley, King's Norton, Worcester Feb 2 Robbins, Birmingham
HARD, MARTHA, Cambridge Feb 18 R C & S Burrows, Cambridge
HARDACRE, EMILY MARY, Derby March 19 Powell, Derby
HAWKINS, HARRIET MARY, Springfield, Essex Feb 15 Suthery, Chelmsford, Essex
HILDER, CHRISTINE MARIE, Colwyn Bay, N Wales March 1 Jones & Ross, Liverpool
HINDLE, JOSHUA, Burley in Wharfedale, Yorks, Coachbuilder Jan 31 Bointon & Co,
Leeds
HINE, GEORGE ERNEST, Waterloo pl, Auctioneer March 1 Bond, Lower James st,
Golden sq
IMBERTON, SARAH ADELAIDE, Folkestone March 1 Bannister & Co, John st, Bedford row
IRLAND, JOSHUA ILLUSTRIOUS, Waterlooville, Harls Feb 18 Page & Gulliford,
Southampton
JOHNSTON, ELIZABETH, Brighton Feb 16 Graham & Wigley, King st, Chespeide
JONES, MARY ELLEN, Newport, Mon March 15 Barry & Harris, Bristol
KENNER, HENRIETTE, Lennox rd, Finchbury Park Feb 20 Allward, Gray's inn sq
LAING, ARTHUR, Newcastle upon Tyne, Canvas Manufacturer Feb 15 Arnot & Co,
Newcastle upon Tyne
LANG, WILLIAM HENRY, Alkham rd, Hackney, Agent Feb 28 Hubbard & Co, Cannon st
LAWSON, ELIZABETH, Arlebury Hall, nr Aspatria, Cumberland Feb 20 Waugh &
Mungrove, Cockermouth
LEWIS, EMMA NUEL, St Michael's Hamlet, Liverpool, Master Rigger March 1 Toulmin &
Co, Liverpool
LONDONDERRY, MARY CORNELIA Dowager Marchioness of Grosvenor pl Feb 15 Aikay &
Co, Sackville st, Piccadilly
LUDLOW, CHARLES, Rochdale March 2 Standring & Co, Rochdale
MACLAINE, WILLIAM OSBORNE, Thornbury, Glos March 25 Crossman & Co, Thornbury,
B S O, Glos
MAINWARING, HON ISABELLA ANN MASSEY, Grosvenor pl Feb 15 Westbury-Preston &
Stavridi, Old Broad st
MEAD, ELIZABETH, Ipswich March 18 Cobbold & Co, Ipswich
MELL, GEORGE, Doncaster Feb 16 Atkinson & Sons, Doncaster
MORRIS, BASIL, Tunbridge Wells Feb 16 Robb & Berry, Tunbridge Wells
MORTON, HENRY, Birmingham, Beerhouse Keeper Feb 15 Jeffery & Co, Birmingham
NEWTON, WALTER, Salford, Lancs, Pawnbroker Feb 14 Jones & Payne, Manchester
O'HAGAN, ADA HARRIET, Lancaster gate March 1 Hargreaves, Abchurch in
PROBIE, ALBERT, Wansstead, Essex, Commercial Clerk Feb 16 Goldberg & Co, West st,
Finsbury circus
RAMSEY, WILLIAM, West End in, Kilburn, Iron Merchant Feb 20 Treherne & Co,
Blombury sq
RATTRAY, MARY, Preston Feb 20 Briarly & Hudson, Rochdale
RICHARDS, GEORGE, Leinster sq, Hyde Park Feb 23 Cronin & Son, Southampton st,
Bloombury
ROBINSON, JOSEPH, Allerton, Bradford, Farmer Feb 15 Heap, Bradford
SCARLETT, STEPHEN EDWIN, St Anne's on the Sea, Lancs Feb 27 Batty & Co, Manchester
SHARDOWN, CAROLINE, Doncaster Feb 11 Shackles & Dunkerly, Hull
SPENCER, JOHN, Bolsover, Derby March 16 Jones & Middleton, Chesterfield
TAYLOR, LOUISA MARIA, Purley Feb 28 Worrell & Son, Coleman st
THOMPSON, MICHAEL, Askrigg, Yorks, Farmer Jan 30 Chapman, Leyburn, S O, Yorks
TURNBULL, ELIZABETH, Tyndmouth March 1 Whitehorn & son, North Shields
TYLER, JOHN WILLIAM, Docking Feb 16 Taylor, Lincoln's inn fields
WADSWORTH, JOSEPH, Bishworth, nr Halifax, Farmer Feb 25 Longbotham & Sons,
Halifax
WILLIAMS, ROBERT, Llanllyfni, Carnarvon, Licensed Victualler Jan 30 Carter & Co,
Carnarvon
WILSON, ELIZABETH, Wroughton, Lancs March 1 Turner & Sons, Preston

CATCHPOLE, ARTHUR, Raydon, Suffolk, Police Constable
Feb 15 at 2 Off Rec, 35, Princes st, Ipswich
CHADWICK, SPENCER, Broadstairs Jan 31 at 9.15 Off Rec,
65A, Castle st, Canterbury
CONNELLY, JAMES, Northwich, Cycle Mechanic Jan 30 at 1
Royal Hotel, Crewe
COOPER, THOMAS, Leeds Jan 25 at 11 Off Rec, 22, Park
row, Leeds
EAWICKER, CHARLES EDWIN, West Norwood, Fine Art
Facker Jan 28 at 12 Bankruptcy bids, Carey st
FERREARD, FREDERICK, Lymington, Wilsa, Farmer Jan 28
at 11 Off Rec, 38, Regent circus, Swindon
GODDARD, JAMES, Knutsford, Cheshire, Gardener Jan 28
at 11 Off Rec, Byrom st, Manchester
HARTSTEIN, I. Chalton st, Somers Town, Draper Jan 28 at
11 Bankruptcy bids, Carey st
HEARDEN, WALTER BROWNING, Tollington pk, Proprietor
of the Gentleman's Journal Jan 29 at 11 Bankruptcy
bids, Carey st
HEWSON, GEORGE, Ripon, Yorks, Civil Engineer Jan 28 at
11.30 Court House, Northallerton
HIGGINS, JOHN, Truro, Builder Jan 29 at 12 Off Rec,
Boscawen st, Truro
JENKINS, REUBEN, Kidderminster, Bookseller Jan 28 at 12
Mr H G Ivens, Solicitor, High st, Kidderminster
LAMBERT, JOHN, Blagware, Glam, Tipper Jan 30 at 3
Off Rec, 117, St Mary st, Cardiff
LOTHOUSE, CHARLES GEORGE, Bentley Hill, Yarm, Yorks,
Joiner Jan 28 at 11.30 Court House, Northallerton
MACKENZIE, ROBERT ANDERSON, Hornforth, Yorks, Grocer
Jan 28 at 3 Off Rec, 22, Park row, Leeds
MEERS, THOMAS, Walsall, Harness Furniture Manufactures
Jan 29 at 12 Off Rec, Wolverhampton
MITCHELL, ALONZO, Scarborough, Stock Broker Jan 28 at
4 74, Newborough, Scarborough
OMOND, WATSON, Beckenham Jan 29 at 11.30 122, York
rd, Westminster Bridge
OWEN, WILLIAM DAVIES, Portmadoc, Ship Broker Jan 28
at 11 Police Court, Portmadoc
PALMER, FRANK JOHN, Pembroke Dock, Pembroke, Hair-
dresser Jan 26 at 11 Off Rec, 3, Queen st, Carmarthen
PRICE, THOMAS JOHN, Brynhyfryd, Swansea, Copper Shearer
Jan 30 at 12 Off Rec, 31, Alexandra rd, Swansea
SHARP, ALIO JOHN, Coventry, Tailor Jan 28 at 11 Off Rec,
8, High st, Coventry
SMITH, JOHN ALBERT, Oxford, Bootmaker Jan 28 at 12 1,
St Aldates, Oxford
TERRY, EDWARD GEORGE, Middlebrough, General Dealer
Feb 1 at 12.30 Off Rec, 8, Albert rd, Middlebrough
THOMAS, JOHN, Onlwyn, Glam, Labourer Jan 29 at 12
Off Rec, 31, Alexandra rd, Swansea
WILCOCKS, GERTRUDE BLANCH, Mitley, Essex, School-
mistress Feb 8 at 2 Cups Hotel, Colchester
WILLIAMS, GEORGE EDWIN MURRAY, and JOHN REEVES
WILLIAMS, Bridgend, Bakers Jan 28 at 12.15 Off Rec,
117, St Mary st, Cardiff

WILSON, ARTHUR CHARLES, Portland rd, South Norwood, Baker Jan 30 at 11.30 133, York rd, Westminster Bridge

ADJUDICATIONS.

ALDRID, JOHN, Green Bank, Hyde, Chester, Retired Inn-keeper Ashton under Lyne Pet Nov 6 Ord Jan 15
 BANHAM, ALBERT GOSNOLD, Diss, Norfolk, Job Master Ipswich Pet Jan 15 Ord Jan 15
 BOULTER, GEORGE HENRY, Launceston rd, Horney, Solicitor's Clerk High Court Pet Jan 14 Ord Jan 14
 BUSBY, WILLIAM ITHIEL, Godalming, Fork Butcher Guildford Pet Jan 14 Ord Jan 14
 BUTCHER, WILLIAM HENRY, Corton, Suffolk, Greengrocer Gt Yarmouth Pet Jan 14 Ord Jan 14
 CATCHPOLE, ARTHUR, Raydon, Suffolk, Police Constable Ipswich Pet Jan 14 Ord Jan 14
 CHEW, JOHN HENRY, Newton Heath, Manchester, Under-taker's Manager Manchester Pet Jan 15 Ord Jan 15
 CLARK, JOE, Belgrave, Leicester, Beer Off Licence Holder Leicester Pet Jan 16 Ord Jan 16
 COLLINS, ARTHUR THOMAS, Toller Welin, Corcombe, Dorset, Farmer Yeovil Pet Jan 14 Ord Jan 14
 COOPER, THOMAS, Leeds, Leeds Pet Jan 14 Ord Jan 14
 COUND, CHARLES, Bromsgrove, Motor Car Dealer Worcester Pet Jan 14 Ord Jan 14
 CRAYFORD, MATTHEW ORR, Alfred st, Bow, Tailor High Court Pet Dec 12 Ord Jan 14
 CROSS, HERBERT, North Cove, Suffolk, Corn Chandler Gt Yarmouth Pet Jan 14 Ord Jan 14
 ELLIFF, WILLIAM EDWARD, Yarm on Tees, York, Grocer Stockton on Tees Pet Dec 23 Ord Jan 14
 ELLIS, HARRY, and ROBERT DODMAN, Kirkley, Suffolk, Builders Gt Yarmouth Pet Jan 16 Ord Jan 16
 GOODMAN, WILLIAM HENRY, Mildenhall rd, Clapton, Wholesale Jeweller High Court Pet Nov 7 Ord Jan 11
 GOWMAN, WILLIAM, Croydon, Builder Croydon Pet Jan 15 Ord Jan 15
 GREEN, CECIL FREDERICK, Eye, nr Peterborough, Baker Peterborough Pet Jan 15 Ord Jan 15
 GROEN, PETER, Pioneer, Advertising Agent St Albans Pet Jan 14 Ord Jan 14
 HEAD, ARTHUR EMMETT, Coulsdon, Surrey, Commission Agent Croydon Pet Jan 16 Ord Jan 16
 HODGE, HENRY CHEFAS, Burnham, Bucks, Brickmaker Windsor Pet Jan 10 Ord Jan 15
 HODGKINSON, JOSEPH HENRY, Sheffield, Hay Dealer Sheffield Pet Jan 15 Ord Jan 15
 HUMBERSTONE, JOHN, Church st, Edgware rd, Glass Dealer High Court Pet Jan 16 Ord Jan 16
 JAMES, JOHN, Fort Talbot, Glam, Tin Plate Worker Neath and Aberavon Pet Jan 14 Ord Jan 14

JAY, HARRY ALFRED CANTON, Hove, Sussex, Builder Brighton Pet Dec 19 Ord Jan 16
 JOEL, LOUIS, Croxted rd, West Dulwich, Company Promoter High Court Pet Nov 19 Ord Jan 11
 JOHNS, THOMAS HENRY, Grantham, Lincs, Plumber Nottingham Pet Jan 16 Ord Jan 16
 JONES, BENJAMIN, Carmarthen, Insurance Agent Carmarthen Pet Jan 14 Ord Jan 14
 LAMB, ISAAC, Burscough, Lancs, Coal Dealer Liverpool Pet Jan 16 Ord Jan 16
 LOBE, JOHN, Walsall, Metal Worker Walsall Pet Jan 15 Ord Jan 16
 MACKENZIE, ROBERT ANDERSON, Horsforth, Grocer Leeds Pet Jan 12 Ord Jan 12
 MARKS, JOHN, Fordwych rd, West Hampstead High Court Pet Dec 13 Ord Jan 12
 MITCHELL, ALFRED, Scarborough, Stock Broker Scarborough Pet Nov 27 Ord Jan 14
 OSWOLD, WATSON, Beckenham Croydon Pet Oct 31 Ord Jan 16
 PENNY, WILLIAM, Marlton, Somerset, Plumber Yeovil Pet Jan 14 Ord Jan 14
 PILLINGER, ALFRED, Abbot's Leigh, Somerset, Farmer Bristol Pet Jan 14 Ord Jan 14
 ROBERTS, FRANCIS, Middlesbrough, Fish Dealer's Assistant Middlesbrough Pet Jan 15 Ord Jan 15
 SHAW, CHARLES, Ferrybridge, Yorks, Fish Dealer Wakefield Pet Jan 14 Ord Jan 14
 SMITH, EDWARD STONES, Cheltenham, Dealer Cheltenham Pet Jan 14 Ord Jan 14
 STEAD, JAMES, Shipley, Yorks, Game Dealer Bradford Pet Jan 16 Ord Jan 16
 THOMPSON, PERCY BEN, Horsesham, Surrey, Market Gardener Kingston Surrey Pet Jan 4 Ord Jan 14
 TOWNSHEND, MART ELLIS, Litherland, Lancs, Linen Draper Liverpool Pet Jan 16 Ord Jan 16
 TYLER, JOHN BENJAMIN, Westbury, Wilts, Farmer Pet Oct 20 Ord Jan 14
 WILLIAMS, BENJAMIN, and WILLIAM WILLIAMS, Dudley, Milk Sellers Dudley Pet Jan 14 Ord Jan 14
 YATES, JOHN RATOLIFFE, South Shore, Blackpool, Grocer Preston Pet Jan 14 Ord Jan 14

London Gazette.—TUESDAY, JAN. 22.

RECEIVING ORDERS.

BAYLIS, ALTHA, Whitbourne, Hereford Worcester Old Jan 16
 BROOKER, WALTER SAMUEL, Dudley, Worcester, Grocer Dudley Pet Jan 19 Ord Jan 19
 BROWN, FRANK ROBERT, Barnsley, Greengrocer Barnsley Pet Jan 18 Ord Jan 18
 BUTTERWORTH, GEORGE FREDERICK, Radcliffe, Lancs, Cotton Piece Dyer Bolton Pet Jan 17 Ord Jan 17

CHIFFINDALE, JOHN, Harrogate York Pet Jan 16 Ord Jan 16
 COOK, HELENA JANE, Burton on Trent Burton on Trent Pet Dec 18 Ord Jan 18
 COUPLAN, ISAAC, Leeds, Tailor's Maker up Leeds Pet Jan 18 Ord Jan 18
 CROWSON, FREDERICK, Whitwick, Leicester, Fitter Burton on Trent Pet Jan 16 Ord Jan 16
 CUTLER, CHARLES, Didcot, Berks, Licensed Vintner Oxford Pet Jan 16 Ord Jan 16
 DAYTON, THOMAS DRYDEN, Mattheusserslaan, Rotterdam, Insurance Agent High Court Pet Jan 17 Ord Jan 17
 DOWHILL, THOMAS, Lower Luce, Lancs, Provision Dealer Wigan Pet Jan 18 Ord Jan 18
 EARLE, JOHN, Stratham Park, Commercial Traveller Wandsworth Pet Nov 23 Ord Jan 17
 EASTERBROOK, THOMAS ROBERT PEPPERELL, Plymouth, late Accountant Plymouth Pet Jan 17 Ord Jan 17
 EDGINGTON, HECTOR CHARLES, Georgeham, Devon, Grocer Barnstaple Pet Jan 2 Ord Jan 17
 EDWARDS, MIRIAM SALLY, Headcorn, Kent Maidstone Pet Jan 17 Ord Jan 17
 EVANS, JOHN ALBERT, Aberbargoed, Haulier Tredegar Pet Jan 17 Ord Jan 17
 FRANCIS, EDWARD, Abercynon, Glam, Collier Pontypriid Pet Jan 17 Ord Jan 17
 GABBUTT, JOHN RICHARD, Kirtom in Lindsey, Lincs, Huckster Gt Grimsby Pet Jan 17 Ord Jan 17
 GREENSLADE, WILLIAM EDWARD, Exeter, Shoosmith Exeter Pet Jan 18 Ord Jan 18
 GIBSON, JAMES EDWARD, Shepherd's Bush green, Pharmaceutical Chemist High Court Pet Dec 17 Ord Jan 18
 HAND, TOM, Smethwick, Staffs, Plumber West Bromwich Pet Jan 17 Ord Jan 17
 HANLEY, CHARLES FREDERICK, Kingston upon Hull, Railway Clerk Kingston upon Hull Pet Jan 19 Ord Jan 19
 HART, GEORGE, Dartmouth, Paint Dealer Plymouth Pet Jan 18 Ord Jan 18
 HAPKE, THOMAS, Reading, Baker Reading Pet Jan 17 Ord Jan 17
 HENSLY, JOHN WILLIAM, Leeds, Tailor Leeds Pet Jan 17 Ord Jan 17
 HILTON, ARTHUR, Gt Yarmouth, Carter Gt Yarmouth Pet Jan 19 Ord Jan 19
 HUTT, JOHN WILLIAM, Over Worton, Oxford, Farmer Oxford Pet Jan 5 Ord Jan 19
 JENNINGS, RICHARD, Rasinghall st Canterbury Pet Nov 27 Ord Jan 16
 LATSON, HUGHESWORTH WILLIAM LATSON BROWNE, Dunstable, Solicitor Laton Pet Jan 18 Ord Jan 18

NATIONAL DISCOUNT COMPANY, Ltd.,

Telegraphic Address:
NATDIS, LONDON.

35, CORNHILL, LONDON, E.C.

Telephones:
No. 1419 AVEHUR.
No. 11948 CENTRAL.

Subscribed Capital	-	-	-	-	£2,233,325.
Paid-up Capital	-	-	-	-	£846,865.
Reserve Fund	-	-	-	-	£400,000.

DIRECTORS.

EDMUND THEODORE DOXAT, Esq., Chairman. W. MURRAY GUTHRIE, Esq., Deputy Chairman.
 LAWRENCE EDMANN CHALMERS, Esq. FREDERICK WILLIAM GREEN, Esq. SIGISMUND FERDINAND MENDL, Esq.
 FRIEDRICH C. K. FLEISCHMANN, Esq. FREDERICK LEVERTON HARRIS, Esq. JOHN FRANCIS OGILVY, Esq.
 CHARLES DAVID SELIGMAN, Esq.
 Manager—PHILIP HAROLD WADE. Sub-Manager—WATKIN W. WILLIAMS. Assistant Sub-Manager—FRANCIS GOLDSCHMIDT.
 Secretary—CHARLES WOOLLEY.

BANKERS. { BANK OF ENGLAND.
THE UNION OF LONDON AND SMITHS BANK, LIMITED.

Dr.	BALANCE SHEET, 31st December, 1906.	Cr.
To Subscribed Capital—£2,233,325	£ s. d.	£ s. d.
via. 160,333 shares of £25 each		160,333 15 1
Capital paid up—viz., £5 per share	946,665 0 0	
Reserve Fund	400,000 0 0	
Deposits and Sundry Balances	12,003,999 9 5	
Bills discounted	3,514,343 9 5	
Rebates	96,504 2 4	
Amount at Credit of Profit and Loss Account	53,036 14 9	
	£16,914,508 10 3	£16,914,508 10 3

Dr.	PROFIT AND LOSS ACCOUNT for the Half-year ending 31st December, 1906.	Cr.
To Current Expenses, including Directors' and Auditors' Remuneration, Salaries, Income Tax, and all other charges	£ s. d.	£ s. d.
Rebate of Interest on Bills not due, carried to New Account	13,472 2 4	
Six Months' Dividend at the rate of Ten per Cent. per annum, free of Income Tax	96,504 2 4	
Balance carried forward to next account	42,363 6 0	
	10,728 9 9	
	£3,056 14 9	
	£16,914,508 10 3	£16,914,508 10 3

In accordance with the provisions of the Companies Act, 1900, we certify that all our requirements as Auditors have been complied with. We have examined the securities representing investments of the Company, those held against Loans at call, short and fixed dates, and all Bills discounted in hand. We have also proved the Cash Balances, and verified the Securities and Bills in the hands of Depositors. The foregoing Accounts agree with the books, and we are of opinion that the Balance sheet is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as shown by the Books of the Company, except that it does not state the amount of Investments and Bills passed as security against Deposits.
 J. GURNEY FOWLER, F.C.A. (Price, Waterhouse, & Co.)
 FRANCIS W. FIKLEY, F.C.A. (Jackson, Fikley, Browning, Huxey, & Co.) } Auditors.
 25, CORNHILL, 4th January, 1907.

MALLINSON, PERCY WILLIAM, Leigh, Lance, Draper Bolton Pet Jan 18 Ord Jan 18
 MEASURES, WALTER JAMES, Leicester, Traveller Leicester Pet Jan 17 Ord Jan 17
 MERRICK, JOHN, Wimbledon, Surrey, Company Director Kingston, Surrey Pet Jan 1 Ord Jan 17
 NOKKES, ROBERT MATTHEW, Cromer, Norfolk, Fishmonger Norwich Pet Jan 18 Ord Jan 18
 PAUST, EDWIN, Acomb, Yorks, Butcher, Scarborough Pet Jan 8 Ord Jan 17
 RILEY, JAMES EDWARD, Chester Chester Pet Jan 12 Ord Jan 17
 ROSS, W. F., Horsell rd, Highbury, Financial Agent High Court Pet Dec 4 Ord Jan 17
 ROWE, RICHARD, Wigan, Dairy Produce Dealer Wigan Pet Jan 17 Ord Jan 18
 SLAUGHT, JOHN, Small Heath, Birmingham, Tobaccoist Birmingham Pet Jan 19 Ord Jan 19
 SMART, TOM JOHN, Norwich, Milk Seller Norwich Pet Jan 17 Ord Jan 17
 STANBURY, FREDERICK ERNEST, Mutley, Plymouth, Builder's Foreman Plymouth Pet Jan 17 Ord Jan 17
 TYLER, THOMAS GILL, Birmingham, Solicitor Birmingham Pet Sept 19 Ord Jan 17
 WALLS, WILLIAM HENRY, Leeds, Traveller Sunderland Pet Jan 18 Ord Jan 18
 WATSON, JOSEPH, Harefield, Farmer Windsor Pet Jan 18 Ord Jan 18

Amended notice substituted for that published in the London Gazette of Jan 4:

ALBOUGH, EDWARD MORRIS, Waltham St Lawrence, Twyford, Berks Windsor Pet Nov 30 Ord Jan 1

Amended notice substituted for that published in the London Gazette of Jan 18:

NORMAN, THOMAS, St Albans, Tailor St Albans Pet Dec 5 Ord Jan 9

FIRST MEETINGS.

ALBOUGH, EDWARD MORRIS, Waltham St Lawrence, Twyford, Berks Jan 31 at 8 14, Bedford row
 BANHAM, ALBERT GEORGE, Diss, Norfolk, Jobmaster Feb 15 at 1 Off Rec, 36, Princes st, Ipswich
 BEARD, EDWARD, High Green, nr Barnsley, Licensed Victualler Jan 31 at 10.30 Off Rec, 7, Regent st, Barnsley
 BERRY, WILLIAM ITHIEL, Godalming, Pork Butcher Feb 1 at 12.30 132, York rd, Westminster Bridge
 BUTTERWORTH, GEORGE FREDERICK, Radcliffe, Lancs, Cotton Piece Dyer Jan 31 at 3 19, Exchange st, Bolton
 CHEW, JOHN HENRY, Newton Heath, Manchester, Undertaker's Manager Jan 30 at 2.30 Off Rec, Byrom st, Manchester
 CHIFFINDALE, JOHN, Hartgate Jan 31 at 12.30 Off Rec, The Red House, Duncombe pl, York
 CLARK, JOSE, Belgrave, Leicester, Bear Off-licence Holder Jan 30 at 12 Off Rec, 1, Berridge st, Leicester
 COLLIER, ARTHUR THOMAS, Toller Welm, Corcombe, Dorset, Farmer Jan 31 at 12.45 Off Rec, City chambers, Catherine st, Salisbury
 COUND, CHARLES, Bromsgrove, Motor Car Dealer Jan 30 at 10.30 Off Rec, Copenhagen st, Worcester
 COUPLAN, ISAAC, Leeds, Tailor's Maker up Jan 30 at 11.30 Off Rec, 24, Park row, Leeds
 DAVIS, H., High rd, Chiswick, Tailor Feb 1 at 12 14, Bedford row
 DAVIDSON, THOMAS DRYDEN, Mattheuserlaan, Rotterdam, Holland, Insurance Agent Feb 1 at 12 Bankruptcy bldg, Carey st
 DOIDGE, RICHARD HENRY, Plymouth, Farmer Jan 30 at 11 Off Rec, 6, Athenaeum ter, Plymouth
 EDWARDS, MIRIAM SALLY, Headcorn, Kent Feb 6 at 11 9, King st, Maidstone
 ENRIGHT, ROBERT ALFRED, Defoe rd, Stoke Newington, Auctioneer Jan 31 at 12 14, Bedford row
 FRANCIS, EDWARD, Abercromby, Collier Jan 30 at 11.30 Post Office chambers, Pontypool
 GANDY, HERBERT, Snelton Market, Nottingham, Fruit Merchant Jan 30 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 GOMM, FRANK, Amersham, Bucks, Coal Merchant Jan 30 at 12 1, St Aldates, Oxford
 GREENBLADE, WILLIAM EDWARD, Exeter, Shoeing Smith Jan 31 at 10.30 Off Rec, 9, Bedford circus, Exeter
 HARVEY, ALBERT WOOLLEY, Uttoxeter, Staffs, Greengrocer Jan 30 at 11 Off Rec, 47, Full st, Derby
 HENSLY, JOHN WILLIAM, Leeds, Tailor Jan 30 at 11 Off Rec, 24, Park row, Leeds
 HODGE, HENRY CEPHAS, Burnham, Bucks, Brickmaker Jan 30 at 12 14, Bedford row
 HOWELL, ALFRED, Birmingham, Licensed Victualler Jan 31 at 11 191, Corporation st, Birmingham
 HUMBERTSON, JOHN, Church st, Edgware rd, Glass Dealer Jan 30 at 2.30 Bankruptcy bldg, Carey st
 JONES, HENRY CHATTOY, and HAROLD DRYDEN, South Shields, Builders Jan 30 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
 JONES, BENJAMIN, Carmarthen, Insurance Agent Feb 2 at 11.30 Off Rec, 4, Queen st, Carmarthen
 JONES, THOMAS DAVID, and EDWARD JONES, Rhoamer-crugog, Denbigh, General Dealers Jan 30 at 12 Crypt chambers, Esmaigat row, Chester
 KEST, GEORGE CHARLES, Southend on Sea, Furniture Dealer Feb 1 at 8 14, Bedford row
 MEASURES, WALTER JAMES, Leicester, Traveller Jan 30 at 3 Off Rec, 1, Berridge st, Leicester
 MEFRAM, THOMAS W., Croydon, Builder Feb 1 at 11.30 135, York rd, Westminster Bridge
 MERRINAS, RICHARD WILLIAM CHARLES DALSYMPLE, Brighton Jan 30 at 11.30 4, Pavilion bldg, Brighton
 MORGAN, JOHN, Bridgend, Draper Jan 30 at 12 Off Rec, 117, St Mary st, Cardiff

MURCH, ERNEST FRANK, High rd, Kilburn, Auctioneer Jan 30 at 11 Bankruptcy bldg, Carey st
 NORMAN, THOMAS, St Albans, Tailor Jan 30 at 3 14, Bedford row
 PREST, WILLIAM, Martock, Somerset, Plumber Jan 31 at 1 Off Rec, City chambers, Catherine st, Salisbury
 PETTERS, CAPTAIN JOHN, Swansea, Publican Feb 1 at 12 Off Rec, 31, Alexandra rd, Swansea
 PHILLIPS, JOHN ALBERT, Worth, St Lawrence, Pembroke, Farmer Feb 2 at 11 Off Rec, 4, Queen st, Carmarthen
 FILLINGS, ALFRED, Abbots Leigh, Somerset, Farmer Jan 30 at 11.30 Off Rec, 28, Baldwin st, Bristol
 PRUST, EDWIN, Acomb, Yorks, Butcher Feb 4 at 4 74, Newborough, Scarborough
 ROBERTS, FRANCIS, Middlebrough, Fish Dealer's Assistant Feb 8 at 12.30 Off Rec, 8, Albert rd, Middlebrough
 ROBERTS, JONES, MORRIS, Cardiff, Solicitor Jan 31 at 12 117, St Mary st, Cardiff
 ROSE, W. F., Horsell rd, Highbury, Financial Agent Jan 31 at 11 Bankruptcy bldg, Carey st
 RYDER, JAMES ALFRED, Birmingham, Wine Merchant Jan 30 at 11 191, Corporation st, Birmingham
 SHAW, CHARLES, Fishergate, Ferrybridge, York, Fish Dealer Jan 31 at 11 Off Rec, 6, Bond terr, Wakefield
 STREAD, JAMES, Shipley, Yorks, Fish Dealer Jan 30 at 3 Off Rec, 28, Manor row, Bradford
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